C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA

Regular Meeting - Monday, September 16, 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 -** Rev. Bernard Sheffield with St. Julian of Norwich Old Catholic Parish

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from September 03, 2024, Regular Meeting.

6. **PROCLAMATIONS**

   a. Constitution Week Proclamation

7. **LETTERS TO COMMISSION**

   a. Email from Michele French commending Fort Pierce Police Officer Justo Lopez De Leon for his exceptional dedication and empathy in locating her friend, who was in a crisis.

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 letter of support to National Telecommunications and Information Administration on behalf of the St. Lucie County Education Foundation for the Digital Equity Competitive Grant.

b. Approval of Continuing Contract for Professional Engineering Services to TLC Engineering Solutions, Inc. of Melbourne, FL pursuant to RFQ No. 2024-005.

c. Approval of Continuing Contract for Professional Engineering Services to SGM Engineering, Inc. of Orlando, FL pursuant to RFQ No. 2024-005.

d. Approval of Continuing Contract for Professional Engineering Services to Royal Consulting Services of Longwood, FL pursuant to RFQ No. 2024-005.

e. Approval of Amended Continuing Contract for Professional Engineering Services to MBV Engineering of Vero Beach, FL pursuant to RFQ No. 2024-005.

f. Approval of Continuing Contract for Professional Engineering Services to GFA International, Inc. dba Universal Engineering Sciences of Port St. Lucie, FL pursuant to RFQ No. 2024-005.

g. Approval of Amended Continuing Contract for Professional Architecture and Engineering Services to EXP U.S. Services of Maitland, FL pursuant to RFQ No. 2024-005.

h. Approval of Amended Continuing Contract for Professional Architectural Services to Don Bergman Architecture, LLC of Fort Pierce, FL pursuant to RFQ No. 2024-005.

i. Approval of Continuing Contract for Professional Engineering Services to Cape Design Engineering of Melbourne, FL pursuant to RFQ No. 2024-005.

j. Approval of Continuing Contract for Professional Engineering Services to BCER Engineering, Inc. of Melbourne, FL pursuant to RFQ No. 2024-005.

k. Approval of a small business grant award to Taco N Madrez, LLC in the amount not to exceed $5000.00.

l. Approval of a small business grant award to The McGee Solution, LLC in the amount not to exceed $5000.00.

m. Approval of a public service agency grant award to Village Coalition of Youth Services in the amount not to exceed $5000.00.

n. Approval of Amended Continuing Contract for Professional Architecture, Landscape Architecture, and Urban Planning Services to Architects Design Collaborative, LLC of Port St. Lucie, FL pursuant to RFQ No. 2024-005.

o. Approval of Construction Contract with PRP Construction Group, LLC., for the Indian Hills Golf Course Expansion project, Bid No. 2024-016 for the construction of a parking lot, sidewalks, a golf cart staging area, and four pickleball courts in an amount not to exceed $757,149.80.

p. Approval of Amended Continuing Contract for Professional Architecture and Urban Planning Services to Cotleur & Hearing of Jupiter, FL pursuant to RFQ No. 2024-005.

12. **PUBLIC HEARINGS**

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

a. Legislative Hearing - Ordinance 24-035 providing for the levying and collecting of taxes for the City of Fort Pierce for Fiscal year beginning October 1, 2024 and Ending September 30, 2025 and adopting the final millage rate of 6.9. SECOND READING

b. Legislative Hearing - Ordinance 24-036 adopting the final budget for the City of Fort Pierce for fiscal year beginning October 1, 2024 and ending September 30, 2025. SECOND READING

c. Legislative Hearing - Ordinance 24-037: Review and approval of a Voluntary Annexation by applicant James Hackett - H&L Planning and Development on behalf of owner Savannah Landing Partners LLC, to extend the territorial limits of the City of Fort Pierce, Florida, to include two (2) parcels at or near the intersection of S. US Highway 1 and Dickson Drive, establishing Future Land Use, establishing Zoning. Parcel IDs: 3427-801-0056-000-3 and 2427-801-0053-000-2 (310 Dickson Drive) - FIRST READING

d. Legislative Hearing - Ordinance 24-038: Review and approval of a Voluntary Annexation by owner Jason Merritt, to extend the territorial limits of the City of Fort Pierce, Florida, to include two (2) parcels at 1835 Sandridge Rd. and 1839 Sandridge Rd, establishing Future Land Use, establishing Zoning. Parcel ID: 2404-111-0003-010-1 and 2404-111-0003-000-8. - FIRST READING

e. Quasi-Judicial Hearing - Review and Approval of an application for a Conditional Use with New Construction (Development Review & Design Review) by property owner, David Rowe, to construct a Residential Duplex Apartment building totaling 2,595 square feet with associated site improvements, located at 1001 Tennessee Avenue in Fort Pierce, Florida, more specifically located at Parcel Control Number: 2415-703-0220-000-6.

f. Quasi-Judicial Hearing - Application for a Site Plan (Design & Development Review) submitted by applicant ETM Solutions, LLC on behalf of owner Wanda Johnson to operate 325,937 square feet for use of an Asphalt Plant located at 4060 Selvitz Road, more specifically located at Parcel Control Number: 2432- 223-0004-000-6

13. **CITY COMMISSION**

a. Resolution 24-R49 addressing a second request for an extension to comply with the terms of the Quit Claim Deed for 133 N 10th Street.

b. Resolution 24-R50 appointing an at-large position on the FPUA Board.

c. Discussion and direction as required by Resolution 24-R47 regarding the status of City Manager, Nick Mimms, the appointment of Linda Cox as Acting City Manager and the contract for an independent investigation of contract and/or personnel rules and regulation violations based upon the allegations against Nick Mimms.

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**

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: 09/16/2024

Re: Approval of Minutes from September 03, 2024, Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from September 03, 2024, Regular Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

09.03.2024 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 09/11/2024 04:13 PM

Final Approval Date: 09/11/2024

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, SEPTEMBER 03, 2024.

1. CALL TO ORDER

Mayor Hudson called the September 03, 2024, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Reverend Dr. Andrea Byer-Thomas with Community United Methodist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Staff Present: Records Management Coordinator Tina Rel
Acting City Manager Linda Cox
City Attorney Sara Hedges

5. APPROVAL OF MINUTES

a. Approval of Minutes from the August 15, 2024 Special Meeting

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the August 15, 2024 Special Meeting.

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

Passed

b. Approval of Minutes from the August 19, 2024 Regular Meeting

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve the minutes of the August 19, 2024 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

a. Hunger Action Month

b. Suicide Prevention Awareness Month

7. **LETTERS TO COMMISSION**

a. Email from Jim Goertler expressing his gratitude for the revitalization of his property, thanking Miriam Garcia for her assistance, and commending Marsha Commond and Sara Delgado for their exceptional efforts.

8. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the agenda.

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

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.

Rick Reed - Item 12d.
Pat Ruby – Item 12f.

10. MISCELLANEOUS REPORTS

11. BUDGET HEARING

a. Proposed 2024-25 General Fund Budget and Millage Rate for the City of Fort Pierce. The City of Fort Pierce is proposing a millage rate of 6.9 and that rate exceeds the roll-back rate of 6.4316 by 7.28%.

1. Consider any proposed amendments to the 2024-25 General Fund Budget

2. Adopt proposed Millage Rate of 6.9 and recompute if necessary.

3. Adoption of tentative 2024-25 General Fund Budget

Johnna Morris, Finance Director, presented the proposed 2024-25 General Fund Budget and Millage Rate for the City of Fort Pierce of 6.9.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to adopt the proposed millage rate of 6.9.

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

Passed

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to adopt the tentative 2024-25 General Fund Budget.

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

Passed

12. CONSENT AGENDA

a. Approval of travel for Commissioner Curtis Johnson to attend the FLC Policy Committee Meeting in Orlando, Florida from October 03, 2024, to October 04, 2024, in the amount of $424.40.

b. Approval of travel for Commissioner Arnold Gaines to attend the FLC Policy Committee Meeting in Orlando, Florida from October 03, 2024, to October 04, 2024, in the amount of $424.40.

c. Approval to contract with the top four ranked consultant firms, Gannet Fleming, Inc., Johnson, Mirmiran, & Thompson, Inc., Captec Engineering, Inc. and Culpepper & Terpening, Inc. for the Construction Engineering and Inspection Services in response to RFQ 2024-026 for a five (5) year term.

d. Approval of the hiring Agreement to engage the services of Theodore "Ted" Small, Esquire, to conduct an independent investigation of City Manager Nicholas Mimms.

e. Approval of the 2024 Annual Resurfacing Program in the amount of $717,222.98 which was awarded to The Paving Lady in response to Bid No. 2023-044.

f. Authorization of expenditure of $900,098.70, which will be financed over five years at an annual payment of $218,814.91 for the attached Municipal Finance Equipment Lease-Purchase Application for 22 vehicles necessary for Police Department operations.

Commissioner Jeremiah Johnson pulled item 12d.
Commissioner Broderick pulled item 12f.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve items 12a-12c and 12e 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 12d
Commissioner Jeremiah Johnson commented that he is opposed to the timing of the investigation and funding as there is new information that has been provided into it and has more questions and will require additional information.

Commissioner Gaines inquired on the cost of the attorney’s fees and the estimated time frame associated with an internal investigation.

City Attorney Hedges commented that the attorney has not provided a specific investigation timeframe and that this item can be moved to a later date so that all the recent information can be processed.

Commissioner Broderick suggested that the investigation is necessary but is comfortable pushing the date.

Commissioner Curtis Johnson commented on HR investigations and was comfortable moving the item to the next meeting.

Mayor Hudson commented that Ms. Hedges had contacted the Florida League of Cities for attorney recommendations and controlling the attorney fees.

Ms. Hedges commented that she had utilized the Florida League of Cities and had completed her research. In addition, attorney Small anticipated the investigation would take six weeks and had experience with HR investigations.

Acting City Manager, Linda Cox commented that the Resolution that authorizes Ms. Hedges to proceed is on the September 16th agenda.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to move item 12d, approval of the hiring agreement to engage the services of Theodore Small, to the September 16, 2024 agenda.

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

Passed

As to item 12f
Commissioner Broderick commented that he wanted the public to have a better understanding of the expenditure.

Commissioner Jeremiah Johnson inquired on the numbers proposed since interest rates have changed.

Ms. Cox commented that no action can be taken until the Board authorizes the expenditure as this is the first step.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve it 12f of the Consent Agenda.

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

Passed

13. PUBLIC HEARINGS

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a. Legislative Hearing - Ordinance 24-030 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125, Article 1, Section 125-3 - Definitions Generally, to provide for additional definitions, clarify existing definitions, to remove conflicts with State Statute and internal conflicts with the Code of Ordinances, and to provide consistency with the City's Comprehensive Plan. SECOND READING.

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-030
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 125, ARTICLE 1, SECTION 125–3 DEFINITIONS GENERALLY TO PROVIDE FOR ADDITIONAL DEFINITIONS AND CLARIFY OTHER DEFINITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN

CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve No. Ordinance 24-030.

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

Passed

b. Legislative Hearing - Ordinance 24-031 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article IV - Basic Zoning Districts, Section 125-187 - Allowed Uses, to amend the use table and to require Innovative Community Development as a conditional use in certain zoning districts - SECOND READING.

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-030
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 125, ARTICLE 1, SECTION 125–3 DEFINITIONS GENERALLY TO PROVIDE FOR ADDITIONAL DEFINITIONS AND CLARIFY OTHER DEFINITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve No. Ordinance 24-031.

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

Passed

c. Legislative Hearing - Ordinance 24-032 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article V - Conditional Uses, Section 125-243 - Innovative Residential Developments, to revise the title to 'Innovative Community Developments', and to provide updates to the purpose, general standards for approval, potential uses, minimum lot size, residential densities, development standards, common open space and compatibility. - SECOND READING.

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-032
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 125 – ZONING, ARTICLE V – CONDITIONAL USES, SECTION 125-243 – INNOVATIVE RESIDENTIAL DEVELOPMENTS TO REVISE THE TITLE TO INNOVATIVE COMMUNITY DEVELOPMENT; TO PROVIDE FOR UPDATES TO THE PURPOSE,

GENERAL STANDARDS FOR APPROVAL, POTENTIAL USES, MINIMUM LOT SIZE, RESIDENTIAL DENSITIES, DEVELOPMENT STANDARDS, COMMON OPEN SPACE, AND COMPATIBILITY; AND TO INCORPORATE TITLE CHANGE THROUGHOUT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve No. Ordinance 24-032.

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

Passed

d. Legislative Hearing - Ordinance 24-034 establishing the Koa Bay Community Development District which is generally located north of W. Midway Road, south of Okeechobee Road, and west of Interstate 95, and contains approximately 200.23+/- acres, as shown on the map below. SECOND READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-034
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE KOA BAY COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE NAME, POWERS, AND DUTIES; PROVIDING FOR DESCRIPTION AND BOUNDARIES; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING NOTICE OF REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

Mayor Hudson opened the public hearing.

Wesley Haber, Kuta Rock Attorney at Law, was available for questions.

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve No. Ordinance 24-034.

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

Passed

e. Legislative Hearing - Ordinance 24-035 providing for the levying and collecting of taxes for the City of Fort Pierce for Fiscal year beginning October 1, 2024 and Ending September 30, 2025 and adopting the final millage rate of 6.9. FIRST READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-035 AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE LEVYING AND COLLECTING OF TAXES FOR THE CITY OF FORT PIERCE, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, FOR THE PURPOSE OF RAISING SUCH AMOUNT AS MAY BE NECESSARY TO CARRY ON THE GOVERNMENT OF SAID CITY DURING SAID FISCAL YEAR AND TO PAY FUNDS SO COLLECTED INTO THE ACCOUNTS PROVIDED THEREFOR; ADOPTING THE CITY OF FORT PIERCE 2024-25 FISCAL YEAR FINAL MILLAGE RATE; AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The final millage rate of the City of Fort Pierce, Florida, for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025 is hereby levied at the rate of 6.9000 per thousand-dollar valuation for general City purposes; said rate being in excess of the roll-back rate by 7.28%.
SECTION 2. The City Commission of the City of Fort Pierce, Florida hereby levies a tax of 6.9000 per thousand-dollar valuation on all real and personal property within the corporate limits of said City, subject to tax on the first day of January 2024, provided however that such 6.9000 shall not be levied upon property in the City of Fort Pierce exempt under state statute or federal constitution.
SECTION 3. That the City Manager is hereby instructed and directed to certify to the St. Lucie County Property Appraiser the above and forgoing enumerated Millage to be levied for all purposes, for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025 in the said City of Fort Pierce, Florida, pursuant to the provision of the laws of the State of Florida and the Charter of the City of Fort Pierce.
SECTION 4. This ordinance shall be and become effective October 1, 2024.

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

Commissioner Jeremiah Johnson commented on the lowering of the millage rate.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve No. Ordinance 24-035.

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

Passed

f. Legislative Hearing - Ordinance 24-036 adopting the final budget for the City of Fort Pierce for fiscal year beginning October 1, 2024 and ending September 30, 2025. FIRST READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by the title only, into the record.

ORDINANCE NO. 24-036
AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING A FINAL BUDGET FOR THE CITY OF FORT PIERCE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:
SECTION 1. The City Commission of Fort Pierce, Florida after having held a

public hearing, hereby adopts as its final budget for the operation of the government of said City for the fiscal year beginning October 1, 2024, and ending September 30, 2025, the estimates made by the City Manager of said City presented to the City Commission on September 03, 2024, which detailed amended estimates are now on file with the City Clerk and the Director of Finance.
SECTION 2. That it shall be the duty of the City Manager to set up the aforesaid appropriation of revenues and expenses on the account records of said City, to keep such accounts thereof, as required by the Charter of said City, as may be directed from time to time by the City Commission.
SECTION 3. This ordinance shall be and become effective October 1, 2024.

Commissioner Gaines inquired on amending the budget later so the public understands how this works.

Ms. Cox clarified the ordinance and under which circumstances amending could take place.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve No. Ordinance 24-036.

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

Passed

g. Public Hearing and Resolution 24-R43 regarding TEFRA Hearing at the request of Synergy School of Tomorrow, Inc. to issue tax exempt private activity bonds to be used to finance renovations to and buildout of the facilities located at 5900 Tedder Road, 6130 Tedder Road, 2395 South Jenkins Road, 5200 Oleander Avenue, and 3209 Virginia Avenue in Fort Pierce, Florida, and related activities.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by the title only, into the record.

RESOLUTION NO. 24-R43
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING THE ISSUANCE OF NOT EXCEEDING $35,000,000 PUBLIC FINANCE AUTHORITY EDUCATIONAL FACILITIES REVENUE AND REVENUE REFUNDING BONDS (SYNERGY SCHOOL OF TOMMORROW, INC. PROJECT) WITHIN THE MEANING OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND SECTION 66.0304(11)(a) OF THE WISCONSIN STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Ms. Cox explained the purpose of the resolution and that there are no financial obligations on the part of the City.

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve Resolution No. 24-R48.

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

Passed

14. CITY COMMISSION

a. Resolution 24-R48 Adopting the Fort Pierce Redevelopment Agency FY2024-25 Budget.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by the title only, into the record.

RESOLUTION NO. 24-R48
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING THE FY2025 BUDGET FOR THE FORT PIERCE REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Cox commented that this is the approval of the FPRA budget and that presenting it as a resolution is for consistency.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve Resolution No. 24-R48.

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

Passed

b. Submittal of applications to serve on the Communitywide Council.

Will be placed on the September 16, 2024 agenda for voting.

c. Submittal of applications for an at-large position on the FPUA Board.

Will be placed on the September 16, 2024 agenda for voting.

15. 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.

Yvette Cruz

Dasiely Cruz

Troy Carter

Reginald Sessions

Ellen Gillette

Fabian Zamora

Noah Clarke

Rick Reed

16. COMMENTS FROM THE CITY MANAGER

a. Reports

Acting City Manager, Linda Cox commented on speaking with Pete Tesch about Brightline opportunities in the City, rewriting purchasing codes, meeting with department heads, Florida League of Cities resources, launching ICMA study for police department data, and the Sunrise Theater RFP as Ms. Ingle is retiring this month.

Records Management Specialist, Tina Rel - No comments

City Attorney, Sara Hedges - No comments

17. COMMENTS FROM THE COMMISSION

Commissioner Gaines commented on current negotiations and when the public will be notified of updates, the police department, public responsibility, and taxes.

Ms. Hedges commented that it is necessary to be mindful of the negotiations and that she is willing to speak privately about what can be made public.

Commissioner Broderick commented on the negotiations, provided local municipalities' budget information versus the City's and expected departmental data for review.

Commissioner Curtis Johnson commented on his support for the police department, tax base, data-driven results, time spent with Treasure Coast youth, and the Boards commitment to the City.

Commissioner Jeremiah Johnson commented on the importance on the police department and departmental data, thanked the police department for their continued service, and will continue to inquire on the data for personnel.

Mayor Hudson commented on the finances of the City before her role as mayor, the debt load, and the City's commitment to the police department.

18. ADJOURNMENT

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

Mayor Hudson adjourned the meeting at 7:30 P.M.

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

Passed

ATTEST:

_____ _____

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 pm **6. a.**

Meeting Date: 09/16/2024

Re: Constitution Week Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Constitution Week Proclamation

Attachments

Constitution Week Proclamation

Form Review

Form Started By: Latoya Ransom Started On: 08/13/2024 12:35 PM

Final Approval Date: 08/13/2024

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, The Constitution of the United States of America ensures the rights of every American and provides the framework for the administration of our Country; and

WHEREAS, September 17, 2024, marks the 237th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th – 23rd as Constitution Week.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of September 17 through September 23, 2024, as:

Constitution Week

and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

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 day of September 202.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 pm **7. a.**

Meeting Date: 09/16/2024

Re: Email from Michele French

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Email from Michele French commending Fort Pierce Police Officer Justo Lopez De Leon for his exceptional dedication and empathy in locating her friend, who was in a crisis.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	09/11/2024 01:22 PM

Form Started By: Jennifer Robinson Started On: 09/11/2024 11:16 AM

Final Approval Date: 09/11/2024

-----Original Message-----
From: Michele <radtech14@aol.com>
Sent: Thursday, September 5, 2024 11:55 AM
To: Trenise Frazier <TFrazier@fppd.org>
Subject: Office DeLeon

SECURITY CAUTION - this message is from outside FPPD. Please do not open links or attachments you are not expecting.

Good morning,

I wanted to write and commend Office DeLeon for his work, empathy and diligence this morning.
Early this morning I woke up to a text message and email from a childhood best friend that she was taking her life. The unfortunate part was that we only talk every few months or so, and I live in Fort Pierce Florida and she lives in New York or so I thought.
Initially, I contacted the Suffolk county police Dept in New York and they were not helpful. They stated that I had to contact the police department here in Fort Pierce where I lived because that is where the situation occurred. I called 911 and that is when Officer DeLeon reached out to me. Between numerous phone calls back and forth and hours he spent trying to find my friend and her whereabouts he was able to locate an address. Luckily my friend did not take her life. My friend resides in Virginia, and Officer DeLeon was able to reach out to her ex-husband in order to find her address. His diligent work and helpfulness helped in making sure my friend was in fact alive. I want to commend him for his hard work which is taken for granted or unnoticed in a cops life, as it should be rewarded. I am very thankful that he took the time and effort, whereas the Suffolk County Police Dept did not want to help at all.
I just wanted to let you know about this, as I feel it is important for him to be recognized. If you would like to discuss this further please feel free to reach out to me.

Thank you,
Michele French
772-379-4622

City Commission Regular Meeting - 5:05 pm **11. a.**

Meeting Date: 09/16/2024

Re:

SUBJECT:

Approval of letter of support to National Telecommunications and Information Administration on behalf of the St. Lucie County Education Foundation for the Digital Equity Competitive Grant.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Letter of Support

Form Review

Form Started By: Tina Rel Started On: 09/11/2024 12:55 PM

Final Approval Date: 09/11/2024

THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION
Florida

September 11, 2024

National Telecommunications and Information Administration
U.S. Department of Commerce
1401 Constitution Avenue, NW
Washington, DC 20230

RE: St. Lucie Education Foundation Digital Equity Competitive Grant

To Whom It May Concern,

On behalf of the City of Fort Pierce, please accept this letter of support for the St. Lucie County Education Foundation's application to the Digital Equity Competitive Grant Program. This grant represents a significant opportunity to address digital inequities in our community through the proposed St. Lucie Internet Essentials Partnership Program, which will provide much-needed resources such as internet services, digital literacy training, and devices to families in underserved areas.

The digital divide continues to be a pressing issue in our community, and many families lack access to the tools and skills necessary to participate fully in today's increasingly digital world. This is particularly true for low-income households, where the absence of reliable internet access and adequate digital literacy can severely hinder educational achievement and career development. The St. Lucie Internet Essentials Partnership Program is designed to tackle these barriers head-on, ensuring that students and families are not left behind.

As an organization dedicated to the citizens of this community, we recognize the importance of equitable access to technology and digital resources. We believe the St. Lucie Education Foundation's initiative will help bridge the digital divide and create new opportunities for growth and empowerment within our community.

We fully support the St. Lucie County Education Foundation's efforts and are committed to working alongside them to ensure the success of this vital program. We urge you to give their grant application your highest consideration, as this investment in digital equity will have lasting benefits for students, families, and the broader community.

Should you need further information or additional support, please do not hesitate to contact us.

Sincerely,

Linda Hudson, Mayor

City Commission Regular Meeting - 5:05 pm **11. b.**

Meeting Date: 09/16/2024

Re: Continuing Contract for Professional Services - TLC Engineering

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

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SUBJECT:

Approval of Continuing Contract for Professional Engineering Services to TLC Engineering Solutions, Inc. of Melbourne, FL pursuant to RFQ No. 2024-005.

SUMMARY:

During the City Commission meeting on February 20, 2024, RFQ No. 2024-005 was awarded to multiple firms, designating them as the City's Miscellaneous Professional Continuing Services providers. These firms, which are licensed professional consultants, will deliver services in the fields of Architecture, Environmental Services, Engineering, Hydrogeology, Landscape Architecture, and Urban Planning.

Operating under the regulations established in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA), these firms will provide advisory services, technical investigations, analyses, designs, and other professional services to support various city departments. The initial term of the contract is one (1) year, with the possibility of three (3) additional one-year renewals.

RECOMMENDATION:

Approval of Continuing Contract for Professional Engineering Services to TLC Engineering Solutions, Inc.

ALTERNATIVES:

Amend or deny Continuing Contract for Professional Services

RESPONSIBLE STAFF:

Gelencia Carter, Purchasing Manager
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Attorney
City Clerk/Acting City Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

FISCAL IMPACT:

There is no fiscal impact associated with this continuing contract at this time. Subsequent project agreements will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Continuing Contract - TLC Engineering

RLS Memo

Notification of Award

RFQ

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	09/06/2024 12:17 PM
Finance Department	Johnna Morris	09/11/2024 11:48 AM
City Manager	Linda Cox	09/11/2024 01:22 PM
Form Started By: Shyanne Harnage		Started On: 09/04/2024 06:29 PM
Final Approval Date: 09/11/2024		

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **TLC ENGINEERING SOLUTIONS, INC.,** whose principal address is **7370 Cabot Court, Suite 103, Melbourne, FL 32940** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; 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.

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 Agreement is to provide professional services within the scope of practice of **professional engineering** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC 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-assignment basis through the execution of a Specific Authorization. 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 professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

D. 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 Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific 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 Specific 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 Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

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.

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 a 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 this Agreement.

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

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 Agreement, 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 of any portion of this Agreement 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 Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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 and specifically:

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

2. 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 as provided by law.

3. 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@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 Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, 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. 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

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. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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 race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Consultant:
TLC ENGINEERING SOLUTIONS, INC.
7370 Cabot Court, Suite 103
Melbourne, FL 32940

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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.

34. WAIVER

No waiver by the City of any provision of this Agreement 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.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

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 Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: _____

Title: _____

Today's Date: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHYANNE HARNAGE, CRA ADMINISTRATOR
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CONTINUING CONTRACTS FOR PROFESSIONAL SERVICES PURSUANT TO RFP 2024-005
CAO RLS FILE:	24-347 MBV ENGINEERING, INC. -PROFESSIONAL ENGINEERING (AMENDED) 24-348 DON BERGMAN ARCHITECTURE, LLC-ARCHITECTURE (AMENDED) 24-349 & 364 ARCHITECTS DESIGN COLLABORATIVE, LLC -ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND URBAN PLANNING (AMENDED) 24-350 & 351 EXP U.S. SERVICES, INC.-ARCHITECTURE AND PROFESSIONAL ENGINEERING (AMENDED) 24-352 GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING-PROFESSIONAL ENGINEERING 24-353 ROYAL CONSULTING SERVICES, INC.- PROFESSIONAL ENGINEERING 24-354 CAPE DESIGN ENGINEERING, INC. -PROFESSIONAL ENGINEERING 24-355 SGM ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-356 TLC ENGINEERING SOLUTIONS, INC. -PROFESSIONAL ENGINEERING 24-358 & 363 COTLEUR & HEARING, INC.-ARCHITECTURE AND URBAN PLANNING (AMENDED) 24-359 BCER ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-360 & 362 ZYSCOVICH – ARCHITECTURE AND URBAN PLANNING 24-367 INSPIRE PLACEMAKING COLLABORATIVE – LANDSCAPE ARCHITECTURE
RELATED RLS	24-238 – TEMPLATE 24-315 – REJECTING CHANGES BY ZYSCOVICH AND INSPIRE
DATE:	SEPTEMBER 10, 2024

These Requests for Legal Services (RLS) ask the City Attorney's Office to review and approve Continuing Contracts for Professional Services pursuant to RFP 2024-005.

Nine of these agreements were on the Consent Agenda for the July 15, 2024 City Commission meeting, however, only five were actually signed. Those five are listed above as "Amended" and contain special language acknowledging the procedural history.

This Office has combined agreements and made appropriate changes to the language of the agreements so that each vendor will have only one agreement for all professional services. Additional changes were also made which you can review in the uploaded redline versions.

With the suggested changes, the Agreements are approved as to form and correctness. For your convenience, I uploaded "changes accepted" versions of each agreement.

You advised that two vendors (Zyscovich and Inspire) asked for changes to the standard terms contained in the City's Agreement. The vendors' requested changes were previously addressed **and rejected** by the City Attorney in RLS 24-315 (attached). As such, I have rejected all of the vendors' changes.

Zyscovich has proposed language requiring mediation and arbitration for disputes. This Office has made several changes to the Standard Agreement including changing the Dispute Resolution procedures set forth in Paragraph 38 to require mediation. The changes already made by this Office may address Zyscovich's concerns.

/ahd

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTINUING CONTRACT FOR PROFESSIONAL SERVICES - REQUESTED CHANGES TO CONTRACT

CAO RLS FILE: RLS 24-315

DATE: AUGUST 23, 2024

I have reviewed the above Request for Legal Services (RLS) related to the requests from Zyscovish, LLC and Inspire Placemaking Collective, Inc (Vendors) to change the standard terms of our Continuing Services Contract language. As an initial and general observation for all contracts, I do not recommend changing standard terms to contracts that the City requires others to follow. In this instance, specifically, this RFQ was awarded to numerous other Vendors, all of whom, except these two, have agreed to the City's standard language.

I will point out, the Agreements prepared for these two companies did not utilize the approved template from RLS 24-238. These Agreements should be prepared using that template and submitted for review as to form and correctness prior to being provided to the Vendors for signature. As it relates to the requests to change terms, I have compared the language to the Template in RLS 24-238, and it is the same. Therefore, I am able to address each requested change at this time. Each Vendor's requests are addressed below.

Zyscovish, LLC

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) Professional Liability) language: The Risk Manager has uploaded a Memorandum to Agenda Quick for your review regarding this request. The request to change the maximum deductible or self-insured retention from $10,000 to $100,000 per claim/occurrence is not recommended, please see Risk Manager's Memorandum. All other Vendors have been required to agree to this language and amount.

3. Paragraph 13 (Indemnification) language: The Vendor has requested "when recoverable by law" be added to the recoverable costs. While I would not recommend that language be used, I do believe "unless prohibited by law," would be acceptable. Again, I will reiterate that it is ill-advised to change standard language that others have been required to agree to.

4. Paragraph 21 (Attorneys' Fees and Costs) language: The Vendor has requested removal of the prevailing party language. While this language is not legally required to be in the Agreement, this is the language you elected to include in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

5. Paragraph 38 (Dispute Resolution) language: The Vendor has proposed language requiring mediation and arbitration for disputes. The language they have proposed is legally permissible. The language as you drafted, however, has been included in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

Inspire Placemaking Collective, Inc

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) (Professional Liability): The City requires Professional Liability coverage for a contract providing for this type of service. The Risk Manager has prepared a Memorandum, which has been uploaded to Agenda Quick. Mr. Rios points out the minimum acceptable Professional Liability coverage is $2,000,000. Again, all other Vendors (excepting these two) have agreed to the $3,000,000 as originally included. For fairness and consistency, it is not recommended that this term be changed, even though it legally can be changed. I will also point out, I did review the RFQ, and the Required Limits of Insurance stated $3,000,000 was required for Professional Liability coverage.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

March 1, 2024

RE: Notification of Award
RFQ No. 2024-005 ~ Miscellaneous Professional Continuing Services

To Whom It May Concern:

The City of Fort Pierce Commission met in regular session, Tuesday, February 20, 2024, and approved the following firms as the City's Miscellaneous Professional Continuing Services providers:

Professional Service	Firms
Architectural Services	Architects Design Collaborative, LLC
	Don Bergman Architecture LLC
	EXP u.s. Services, INC
	Zyscovich, LLC
Environmental Services	EXP U.S. Services, Inc
	GFA International, Inc dba Universal Engineering Sciences
	Royal Consulting Services, Inc
Facilities Engineering – MEP Services	BCER Engineering, Inc
	Cape Design Engineering Co.
	SGM Engineering, Inc
	TLC Engineering Solutions, Inc
Facilities Engineering – Structural	Cape Design Engineering Co.
	MBV Engineering, Inc
	TLC Engineering Solutions, Inc
Hydrogeological Services	EXP U.S. Services, Inc
	Royal Consulting Services, Inc
Landscape Architectural Services	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Inspire Placemaking Collective, Inc
Urban Planning	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Zyscovich, LLC

To view the agenda item, supporting documentation and the evaluation matrix, click on the link below: https://destinyhosted.com/agenda_publish.cfm?id=36787&mt=ALL&vl=true&get_month=2&get_year=2024&dsp=ag&seq=3760. See item number 11e.

We appreciate your interest in doing business with the City of Fort Pierce and certainly hope you will still have continued interest in future projects.

Sincerely,

Monica Gonzales

Monica Gonzales
Purchasing Specialist

/gm

cc: Audria Moore-Wells, Special Projects Coordinator
Shyanne Harnage, Economic Development Manager
Johnna Morris, MBA, CGFP, CPPT Director of Finance

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFQ No: 2024-005**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, TUESDAY, NOVEMBER 14, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized

agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing

Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of

persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board 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 Proposer. Further, if such claim is made, or is pending, the Proposer 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 Proposer and receive reimbursement. If the Proposer used any design, device, or materials

covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly

executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

Vendor 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 their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Vendor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor 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 Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor 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 Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors 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 sub-Contractor's work.

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, 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 Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, 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 the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

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 the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, 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 Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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, 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 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:

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

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover Vendor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the 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 minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$3,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the Vendor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability 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 minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

The insurance provided by Vendor 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 Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be

in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

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

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

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

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

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) day's notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

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
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Tuesday, November 14, 2023**.

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO	**COPY TO**
Shyanne Harnage	**LaTonya Hubbard**
Economic Development Manager	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3780	Fax: 772-467-3848
Email: sharnage@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than, **5:00PM, Thursday, November 2, 2023.**

4. TERM OF CONTRACT

The Vendors selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

15.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.

15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

15.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. SUMMARY

The City of Fort Pierce, Florida, is requesting submittals from qualified individuals/firms for Miscellaneous Professional Continuing Services for the purpose of selecting a provider to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Fort Pierce, Florida, in conformance with proposal document, which include technical specifications and/or a scope of work. Those individuals/firms interested in being considered for this RFQ are instructed to submit their submittal on the forms provided, pertinent to this project prior to 3:00 pm, Tuesday, November 14, 2023.

2. GENERAL INFORMATION

The City of Fort Pierce, located in St. Lucie County Florida is soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in the following areas to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. The City of Fort Pierce desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA:

a. Architectural Services
b. Environmental Testing Services
c. Facilities Engineering Services
    i. Mechanical, Electrical, and Plumbing (MEP) Engineering
    ii. Structural Engineering
d. Hydrogeological Services
e. Landscape Architectural Services
f. Urban Planning (may include):
    - Professional urban planning
    - Mixed Use Project Development (design and implementation)
    - Technical Design Investigations
    - Urban Infill Site Planning
    - Urban Design
    - Parks/Open Space/Streetscape Planning, Design and Analysis
    - Historic Preservation Planning and Desire
    - Small Area Studies/Economic Analysis
    - Project Design Oversight

- Neighborhood Identification and Placemaking

The City intends to enter into contracts for continuing services in each service area listed above, with the respondent(s) who submit qualifications as determined by the City to be most advantageous to the City. The City anticipates awarding up to three (3) contracts in each service area to the respondent(s) chosen but reserves the right to award in any fashion it decides, in its sole determination, is in the best interest of the City. All contracts awarded under this RFQ shall be "continuing contracts" as defined in Florida Statutes 287.055(2)(g) and shall be subject to the limitations and restrictions described therein. All contracts shall be awarded for an initial period of one year. The City may, at its sole discretion, extend the contract for additional one (1) year periods to a maximum of three (3) years, or may elect to re-advertise. The selected individuals or firms should be able to demonstrate exceptional experience in dealing with municipal public projects, specifically in urbanized areas, and all aspects of miscellaneous professional services in the designated area of expertise.

The scope of the professional services under each of these services will vary based on the specific needs of the City that arise over the duration of the contract. It is anticipated that the selected consultant(s) in each service area will be available to provide such services, as required, to all City departments. The selected firm(s) will take assignments on a project-by-project basis pursuant to the terms of a written agreement with the City. The City intends for each continuing services agreement to stipulate that no firm is guaranteed work assignments under the contract. Work assignments will be negotiated with the firm deemed by the City to be most qualified from the list of available firms to perform the specific task associated with each work order. Individual work orders will be negotiated as City's needs arise.

3. MINIMUM QUALIFICATIONS

Interested firms must be experienced in providing consulting services in the service areas of the nature described herein. While the use of sub-consultants may ultimately be required for completion of a specific assignment, it is the City's intent to select multiple consultants in each service area based solely on the qualifications of the lead consultant. To that end, submittals should contain no subconsultants. Any information submitted related to sub-consultants will not be considered. To be considered for selection in any or all of the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, St. Lucie County, and City of Fort Pierce codes, regulations, and laws. Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.

4. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or

more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

4.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation.	Tab 1	10
Qualifications of Company	Includes company qualifications, introduction, and company information.	Tab 2	25
Personnel	Personnel qualifications	Tab 3	30
Services/References	Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	Tabs 4 and 5	35
		Total	**100**

4.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with

the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

5. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: Executive Summary

Indicate which of the professional service(s) your firm intends to provide, an overview of how you plan to provide your service(s) based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience
g. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
h. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

TAB 3: Key Personnel

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organization and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including:
    a. The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work.
    a. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 4: Service (Include similar projects)

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 5: References

1. Provide a minimum of three (3) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:

a. Name of reference organization
b. Contact person
c. Phone number
d. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 6: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – E=Verify Affidavit
Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 5, page 23

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ 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 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 employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Proposer's Signature

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2023.

_____
Notary Public

My Commission expires: (Seal)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Miscellaneous Professional Continuing Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2024-005
MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

November 1, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024- 005

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposer for clarification of the proposal specifications:

1. QUESTION: The scope mentions environmental testing services. Please clarify the types of environmental testing projects anticipated for this contract.

ANSWER: **No specific environmental testing projects have been identified at this time. We anticipate the type of assignments that may be required during the duration of this contract may include but are not limited to:**

- **Phase I Environmental Site Assessments**
- **Phase II/III Environmental Investigations**
- **Site Characterization/Soil and Groundwater Studies and Remediation**
- **Risk Assessments**
- **Brownfield Investigations and Redevelopment**
- **Asbestos Testing, Abatement Design, and Abatement Management**
- **Mold Assessments**
- **Lead-Based Paint Testing and Consulting**
- **Hazardous materials handling, treatment and/or disposal**

2. QUESTION: We understand - per item 3. Minimum Qualifications on page 20 - “it is the city’s intent to select multiple consultants...based solely on qualifications of lead consultants”. However, Tab 3 - Key Personnel (2a) asks for identification of all subconsultants authorized to be used, as well as a brief narrative. If subconsultants should not be included for this specific response, are proposers required to respond to Tab 3 (item 2a)?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals.**

3. **QUESTION:** In Tab 2 – Qualifications, " experience" is noted twice, in both items f. and g. Please clarify what should be submitted for item f. Experience, as there is no further details for this item.

ANSWER: **Item F is a duplication of Item G made in error. The required information for Tab 2: Qualifications is as follows:**

i. **Company Information.**
ii. **A brief company history.**
iii. **Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.**
iv. **Number of years your organization has been in business under its present business name.**
v. **Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.**
vi. **Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.**
vii. **Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.**

4. **QUESTON:** Page 13 (items 6-8) of the RFQ indicates respondents are to Submit sample certificates of insurance, business tax receipts/occupational licenses, and W-9 forms with proposal submissions. Please clarify which tab(s) should be used to submit this data in the response.

ANSWER: **Please include sample certificates, insurance, business tax receipts and W-9s, etc. In Tab #6: Required Forms.**

5. **QUESTON:** For the W-9 requirement (item 8 on page 13) please confirm if firms may submit W-9s already completed, or if we are required to use/submit the city's form.

ANSWER: **Already completed W-9s are acceptable.**

6. **QUESTON:** We understand respondents are to complete and return the City of Fort Pierce's Checklist (final page of RFQ) with submissions. Please clarify if it should be included with required forms in Tab 6, or elsewhere in the response.

ANSWER: **Please include it in Tab 6: Required Forms.**

7. QUESTION: SUBCONSULTANTS
Section IV, Minimum Qualifications (2) - (see screenshot of relevant language, below) This section indicates the firm should submit only in their area of expertise and not assemble a multi-functional team with sub-consultants. Section V, Tab 3 Key Personnel – (see screenshot of relevant language, below). This subsection requests identification of all sub-consultants and sub-contractors. Can you please clarify what the City is requesting related to sub-consultants and sub-contractors?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V, Instructions for Preparing Proposals.**

8. QUESTION: Professional firms qualified to provide design and consulting services Section IV, (2) General Information. This section list six (6) specific areas of professional services with subtypes for indicates that the following specialties " may include".

- Is it appropriate to list expertise in Urban Planning outside those listed as sub-categories?
- We are unsure how the City defines certain services, including:
- Technical Design Investigations
- Mixed Use Project Development (design and implementation): Does the City seek planners to oversee project teams to design and entitle City projects?
- Small Area Studies
- Project Design Oversight: Is this similar to "Mixed Use Project Development (Design and Implementation)"?

Can you please assist in clarifying the City's needs on these specific items so we can appropriately respond with our relevant experience?

ANSWER: **The scope of the professional services to be provided under this Contract will vary based on the specific needs of the City that arise over the duration of the Contract. It**

is anticipated that the Consultant will be available to provide such services, as required, to various City departments. The Consultant will take assignments on a project-by-project basis pursuant to the terms of this Contract. It is stipulated in the solicitation that the Consultant is not guaranteed work assignments under the Contract.
The bulleted list of potential assignments is given as a blanket overview of potential projects that may be needed. We suggest that responders provide their experience in Urban Planning to address their areas of expertise, not limited to the list of "sub-categories" of potential assignments.

For clarification, we anticipate the type of Urban Planning assignments that may be needed during the duration of this contract may include (but not limited to):

- **Planning and design services for projects identified in the Downtown Master Plan.**
- **Neighborhood Identification and Placemaking Projects throughout the City/Fort Pierce Redevelopment Agency.**
- **Streetscaping, Parks and Open Space Planning and Design.**
- **City/FPRA-owned Property Planning (possibly mixed-use).**
- **Comprehensive Policy Planning and Review.**

9. QUESTION: Evaluation Criteria (Selection V) We notice that the evaluation criteria does not include Local Preference or Minority/Woman-Owned Business Preference. Is this accurate? If so, why has the City changed its policy regarding Local Preference?

ANSWER: **This is accurate. The evaluation criteria used to evaluate solicitations are at the discretion of the Department requesting the services. Local Preference was formerly utilized under Special Terms and Conditions in competitive seal bid documents and Request for Proposal, not purchases for professional services subject to Florida Statue 287.055, the Consultant Competitive Negotiation Act, such as this Request Qualifications.**

10. QUESTION: Section I, General Conditions, sub (18)

Minority/Woman Owned Business Enterprise (MWBE) states: "An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance." Is there any support or benefit in ranking for being an MWBE in this RFQ?

ANSWER: **There is no specific ranking for MWBE in this RFQ.**

11. QUESTION: The highlighted bullets under Tab 1 were mentioned on #'d Page 13 but not listed in the Instructions for Preparing Proposals on #'d page 23. Are they required for this submittal?

ANSWER:

- Minority Outreach Plan – history of participation, strategy for promoting participation, realistic goals for participation, reference contact information for clients who can speak to your previous experience. – **disregard this item**
- Insurance - **Include proof of Insurance under Tab #6**
- Corporate Charter – **Include under Tab #2**
- Tax Receipt – **Include under Tab #6**

12. QUESTION: It appears that the RFQ allows for either delivery of a hard copy + a PDF to the City or a digital copy uploaded to Demandstar on the due date. Is this accurate?

ANSWER: **Yes. To clarify as stated on page 15 of the document, there are two options for electronic submissions, upload to DemandStar OR forward pdf format to the Purchasing Division email address.**

13. QUESTION: Section IV, item 3 MINIMUM QUALIFICATIONS, states that "submittals should contain no subconsultants". However, on Section V, Tab 3 KEY PERSONNEL, it states to "identify all sub-consultants and sub-contractors authorized to be used for the work". Additionally, Tab 3 is asking for the sub-consultant's experience, education, certifications, etc. Can you please clarify whether or not we need to submit sub-consultants?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals**

14. QUESTION: Section V, on Tab 3 KEY PERSONNEL, it states "For the key

individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance…" However, this solicitation, based on the scope of work stated on page 19, is for architectural and engineering services. Can you please confirm that we need to submit architects/engineers as our key personnel instead of marketing, consulting, after-sales services?

ANSWER: **Please provide the requested information for any key individuals on your team who will be providing services to the City of Fort Pierce. The examples given are just listed to reference the types of personnel the City might interact with.**

15. QUESTION: Can we exclusively submit for the Urban Planning discipline, or does the City expect firms to address all the disciplines specified from a to on page 19 of the RFQ?

ANSWER: **Firms may exclusively submit for any of the disciplines specified.**

16. QUESTION: Page 3 lists different types of services for licenses professional consultants. Is the City open to other types of licensed professional consultants submitting proposals to become prequalified?

IM Solutions is a full-service technology and communications integration firm specializing in Audiovisual, IT and Unified Communications system professional design, installation, and service. We are a woman-owned small business and have been in business since 2002.

ANSWER: **The City of Fort Pierce is not seeking IT consultants as part of this solicitation. However, you can subscribe to receive updates on other bid opportunities to be notified when an opportunity may arise:** Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

November 9, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024-005

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** Professional liability - We have the standard 3-Million-dollar coverage. However, we also have a 2-million-dollar umbrella policy. Will this be acceptable?

ANSWER: **Yes, this will be acceptable**

2. **QUESTION:** Watercraft Insurance – We are applying for Architectural service and do not believe we will be affected by this. Is it acceptable as the architect, not to have this coverage?

ANSWER: **Yes, this will be acceptable**

3. **QUESTION:** Cyber Insurance – We have never been asked for this and therefore do not have this coverage. Is this required for architectural services?

ANSWER: **We can forgo the Cyber Insurance**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

City Commission Regular Meeting - 5:05 pm **11. c.**

Meeting Date: 09/16/2024

Re: Continuing Contract for Professional Services - SGM Engineering

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

---

SUBJECT:

Approval of Continuing Contract for Professional Engineering Services to SGM Engineering, Inc. of Orlando, FL pursuant to RFQ No. 2024-005.

SUMMARY:

During the City Commission meeting on February 20, 2024, RFQ No. 2024-005 was awarded to multiple firms, designating them as the City's Miscellaneous Professional Continuing Services providers. These firms, which are licensed professional consultants, will deliver services in the fields of Architecture, Environmental Services, Engineering, Hydrogeology, Landscape Architecture, and Urban Planning.

Operating under the regulations established in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA), these firms will provide advisory services, technical investigations, analyses, designs, and other professional services to support various city departments. The initial term of the contract is one (1) year, with the possibility of three (3) additional one-year renewals.

RECOMMENDATION:

Approval of Continuing Contract for Professional Engineering Services to SGM Engineering.

ALTERNATIVES:

Amend or deny Continuing Contract for Professional Services

RESPONSIBLE STAFF:

Gelencia Carter, Purchasing Manager
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Attorney
City Clerk/Acting City Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

FISCAL IMPACT:

There is no fiscal impact associated with this continuing contract at this time. Subsequent project agreements will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Continuing Contract - SGM

RLS Memo

Notification of Award

RFQ

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	09/06/2024 12:17 PM
Finance Department	Johnna Morris	09/11/2024 11:48 AM
City Manager	Linda Cox	09/11/2024 01:22 PM
Form Started By: Shyanne Harnage		Started On: 09/04/2024 06:27 PM
Final Approval Date: 09/11/2024		

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as “Agreement” or "Contract") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **SGM Engineering, Inc.** whose principal address is **935 Lake Baldwin Lane, Orlando, FL 32814** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; 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.

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 Agreement is to provide professional services within the scope of practice of **professional engineering** (hereinafter “professional services”).

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant’s trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC 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-assignment basis through the execution of a Specific Authorization. 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 professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

D. 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 Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific 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 Specific 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 Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

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.

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 a 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 this Agreement.

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

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 Agreement, 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 of any portion of this Agreement 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 Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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 and specifically:

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

2. 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 as provided by law.

3. 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@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 Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, 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. 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

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. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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 race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Consultant:
SGM ENGINEERING, INC.
935 Lake Baldwin Lane
Orlando, FL 32814

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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.

34. WAIVER

No waiver by the City of any provision of this Agreement 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.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

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 Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: _____

Title: _____

Today's Date: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHYANNE HARNAGE, CRA ADMINISTRATOR
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CONTINUING CONTRACTS FOR PROFESSIONAL SERVICES PURSUANT TO RFP 2024-005
CAO RLS FILE:	24-347 MBV ENGINEERING, INC. -PROFESSIONAL ENGINEERING (AMENDED) 24-348 DON BERGMAN ARCHITECTURE, LLC-ARCHITECTURE (AMENDED) 24-349 & 364 ARCHITECTS DESIGN COLLABORATIVE, LLC -ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND URBAN PLANNING (AMENDED) 24-350 & 351 EXP U.S. SERVICES, INC.-ARCHITECTURE AND PROFESSIONAL ENGINEERING (AMENDED) 24-352 GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING-PROFESSIONAL ENGINEERING 24-353 ROYAL CONSULTING SERVICES, INC.- PROFESSIONAL ENGINEERING 24-354 CAPE DESIGN ENGINEERING, INC. -PROFESSIONAL ENGINEERING 24-355 SGM ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-356 TLC ENGINEERING SOLUTIONS, INC. -PROFESSIONAL ENGINEERING 24-358 & 363 COTLEUR & HEARING, INC.-ARCHITECTURE AND URBAN PLANNING (AMENDED) 24-359 BCER ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-360 & 362 ZYSCOVICH – ARCHITECTURE AND URBAN PLANNING 24-367 INSPIRE PLACEMAKING COLLABORATIVE – LANDSCAPE ARCHITECTURE
RELATED RLS	24-238 – TEMPLATE 24-315 – REJECTING CHANGES BY ZYSCOVICH AND INSPIRE
DATE:	SEPTEMBER 10, 2024

These Requests for Legal Services (RLS) ask the City Attorney's Office to review and approve Continuing Contracts for Professional Services pursuant to RFP 2024-005.

Nine of these agreements were on the Consent Agenda for the July 15, 2024 City Commission meeting, however, only five were actually signed. Those five are listed above as "Amended" and contain special language acknowledging the procedural history.

This Office has combined agreements and made appropriate changes to the language of the agreements so that each vendor will have only one agreement for all professional services. Additional changes were also made which you can review in the uploaded redline versions.

With the suggested changes, the Agreements are approved as to form and correctness. For your convenience, I uploaded "changes accepted" versions of each agreement.

You advised that two vendors (Zyscovich and Inspire) asked for changes to the standard terms contained in the City's Agreement. The vendors' requested changes were previously addressed **and rejected** by the City Attorney in RLS 24-315 (attached). As such, I have rejected all of the vendors' changes.

Zyscovich has proposed language requiring mediation and arbitration for disputes. This Office has made several changes to the Standard Agreement including changing the Dispute Resolution procedures set forth in Paragraph 38 to require mediation. The changes already made by this Office may address Zyscovich's concerns.

/ahd

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTINUING CONTRACT FOR PROFESSIONAL SERVICES - REQUESTED CHANGES TO CONTRACT

CAO RLS FILE: RLS 24-315

DATE: AUGUST 23, 2024

I have reviewed the above Request for Legal Services (RLS) related to the requests from Zyscovish, LLC and Inspire Placemaking Collective, Inc (Vendors) to change the standard terms of our Continuing Services Contract language. As an initial and general observation for all contracts, I do not recommend changing standard terms to contracts that the City requires others to follow. In this instance, specifically, this RFQ was awarded to numerous other Vendors, all of whom, except these two, have agreed to the City's standard language.

I will point out, the Agreements prepared for these two companies did not utilize the approved template from RLS 24-238. These Agreements should be prepared using that template and submitted for review as to form and correctness prior to being provided to the Vendors for signature. As it relates to the requests to change terms, I have compared the language to the Template in RLS 24-238, and it is the same. Therefore, I am able to address each requested change at this time. Each Vendor's requests are addressed below.

Zyscovish, LLC

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) Professional Liability) language: The Risk Manager has uploaded a Memorandum to Agenda Quick for your review regarding this request. The request to change the maximum deductible or self-insured retention from $10,000 to $100,000 per claim/occurrence is not recommended, please see Risk Manager's Memorandum. All other Vendors have been required to agree to this language and amount.

3. Paragraph 13 (Indemnification) language: The Vendor has requested "when recoverable by law" be added to the recoverable costs. While I would not recommend that language be used, I do believe "unless prohibited by law," would be acceptable. Again, I will reiterate that it is ill-advised to change standard language that others have been required to agree to.

4. Paragraph 21 (Attorneys' Fees and Costs) language: The Vendor has requested removal of the prevailing party language. While this language is not legally required to be in the Agreement, this is the language you elected to include in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

5. Paragraph 38 (Dispute Resolution) language: The Vendor has proposed language requiring mediation and arbitration for disputes. The language they have proposed is legally permissible. The language as you drafted, however, has been included in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

Inspire Placemaking Collective, Inc

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) (Professional Liability): The City requires Professional Liability coverage for a contract providing for this type of service. The Risk Manager has prepared a Memorandum, which has been uploaded to Agenda Quick. Mr. Rios points out the minimum acceptable Professional Liability coverage is $2,000,000. Again, all other Vendors (excepting these two) have agreed to the $3,000,000 as originally included. For fairness and consistency, it is not recommended that this term be changed, even though it legally can be changed. I will also point out, I did review the RFQ, and the Required Limits of Insurance stated $3,000,000 was required for Professional Liability coverage.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

March 1, 2024

RE: Notification of Award
RFQ No. 2024-005 ~ Miscellaneous Professional Continuing Services

To Whom It May Concern:

The City of Fort Pierce Commission met in regular session, Tuesday, February 20, 2024, and approved the following firms as the City's Miscellaneous Professional Continuing Services providers:

Professional Service	Firms
Architectural Services	Architects Design Collaborative, LLC
	Don Bergman Architecture LLC
	EXP u.s. Services, INC
	Zyscovich, LLC
Environmental Services	EXP U.S. Services, Inc
	GFA International, Inc dba Universal Engineering Sciences
	Royal Consulting Services, Inc
Facilities Engineering – MEP Services	BCER Engineering, Inc
	Cape Design Engineering Co.
	SGM Engineering, Inc
	TLC Engineering Solutions, Inc
Facilities Engineering – Structural	Cape Design Engineering Co.
	MBV Engineering, Inc
	TLC Engineering Solutions, Inc
Hydrogeological Services	EXP U.S. Services, Inc
	Royal Consulting Services, Inc
Landscape Architectural Services	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Inspire Placemaking Collective, Inc
Urban Planning	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Zyscovich, LLC

To view the agenda item, supporting documentation and the evaluation matrix, click on the link below: https://destinyhosted.com/agenda_publish.cfm?id=36787&mt=ALL&vl=true&get_month=2&get_year=2024&dsp=ag&seq=3760. See item number 11e.

We appreciate your interest in doing business with the City of Fort Pierce and certainly hope you will still have continued interest in future projects.

Sincerely,

Monica Gonzales

Monica Gonzales
Purchasing Specialist

/gm

cc: Audria Moore-Wells, Special Projects Coordinator
Shyanne Harnage, Economic Development Manager
Johnna Morris, MBA, CGFP, CPPT Director of Finance

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFQ No: 2024-005**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, TUESDAY, NOVEMBER 14, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized

agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing

Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of

persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board 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 Proposer. Further, if such claim is made, or is pending, the Proposer 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 Proposer and receive reimbursement. If the Proposer used any design, device, or materials

covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly

executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

Vendor 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 their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Vendor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor 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 Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor 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 Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors 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 sub-Contractor's work.

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, 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 Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, 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 the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

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 the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, 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 Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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, 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 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:

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

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover Vendor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the 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 minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$3,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the Vendor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability 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 minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

The insurance provided by Vendor 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 Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be

in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

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

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

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

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

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) day's notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

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
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Tuesday, November 14, 2023**.

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO	**COPY TO**
Shyanne Harnage	**LaTonya Hubbard**
Economic Development Manager	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3780	Fax: 772-467-3848
Email: sharnage@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than, **5:00PM, Thursday, November 2, 2023.**

4. TERM OF CONTRACT

The Vendors selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

15.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.

15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

15.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. SUMMARY

The City of Fort Pierce, Florida, is requesting submittals from qualified individuals/firms for Miscellaneous Professional Continuing Services for the purpose of selecting a provider to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Fort Pierce, Florida, in conformance with proposal document, which include technical specifications and/or a scope of work. Those individuals/firms interested in being considered for this RFQ are instructed to submit their submittal on the forms provided, pertinent to this project prior to 3:00 pm, Tuesday, November 14, 2023.

2. GENERAL INFORMATION

The City of Fort Pierce, located in St. Lucie County Florida is soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in the following areas to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. The City of Fort Pierce desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA:

a. Architectural Services
b. Environmental Testing Services
c. Facilities Engineering Services
    i. Mechanical, Electrical, and Plumbing (MEP) Engineering
    ii. Structural Engineering
d. Hydrogeological Services
e. Landscape Architectural Services
f. Urban Planning (may include):
    - Professional urban planning
    - Mixed Use Project Development (design and implementation)
    - Technical Design Investigations
    - Urban Infill Site Planning
    - Urban Design
    - Parks/Open Space/Streetscape Planning, Design and Analysis
    - Historic Preservation Planning and Desire
    - Small Area Studies/Economic Analysis
    - Project Design Oversight

- Neighborhood Identification and Placemaking

The City intends to enter into contracts for continuing services in each service area listed above, with the respondent(s) who submit qualifications as determined by the City to be most advantageous to the City. The City anticipates awarding up to three (3) contracts in each service area to the respondent(s) chosen but reserves the right to award in any fashion it decides, in its sole determination, is in the best interest of the City. All contracts awarded under this RFQ shall be "continuing contracts" as defined in Florida Statutes 287.055(2)(g) and shall be subject to the limitations and restrictions described therein. All contracts shall be awarded for an initial period of one year. The City may, at its sole discretion, extend the contract for additional one (1) year periods to a maximum of three (3) years, or may elect to re-advertise. The selected individuals or firms should be able to demonstrate exceptional experience in dealing with municipal public projects, specifically in urbanized areas, and all aspects of miscellaneous professional services in the designated area of expertise.

The scope of the professional services under each of these services will vary based on the specific needs of the City that arise over the duration of the contract. It is anticipated that the selected consultant(s) in each service area will be available to provide such services, as required, to all City departments. The selected firm(s) will take assignments on a project-by-project basis pursuant to the terms of a written agreement with the City. The City intends for each continuing services agreement to stipulate that no firm is guaranteed work assignments under the contract. Work assignments will be negotiated with the firm deemed by the City to be most qualified from the list of available firms to perform the specific task associated with each work order. Individual work orders will be negotiated as City's needs arise.

3. MINIMUM QUALIFICATIONS

Interested firms must be experienced in providing consulting services in the service areas of the nature described herein. While the use of sub-consultants may ultimately be required for completion of a specific assignment, it is the City's intent to select multiple consultants in each service area based solely on the qualifications of the lead consultant. To that end, submittals should contain no subconsultants. Any information submitted related to sub-consultants will not be considered. To be considered for selection in any or all of the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, St. Lucie County, and City of Fort Pierce codes, regulations, and laws. Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.

4. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or

more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

4.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation.	Tab 1	10
Qualifications of Company	Includes company qualifications, introduction, and company information.	Tab 2	25
Personnel	Personnel qualifications	Tab 3	30
Services/References	Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	Tabs 4 and 5	35
		Total	**100**

4.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with

the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

5. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: Executive Summary

Indicate which of the professional service(s) your firm intends to provide, an overview of how you plan to provide your service(s) based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience
g. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
h. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

TAB 3: Key Personnel

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organization and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including:
    a. The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work.
    a. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 4: Service (Include similar projects)

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 5: References

1. Provide a minimum of three (3) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:

a. Name of reference organization
b. Contact person
c. Phone number
d. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 6: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – E=Verify Affidavit
Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 5, page 23

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ 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 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 employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Proposer's Signature

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2023.

_____
Notary Public

My Commission expires: (Seal)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Miscellaneous Professional Continuing Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2024-005
MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

November 1, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024- 005

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposer for clarification of the proposal specifications:

1. QUESTION: The scope mentions environmental testing services. Please clarify the types of environmental testing projects anticipated for this contract.

ANSWER: **No specific environmental testing projects have been identified at this time. We anticipate the type of assignments that may be required during the duration of this contract may include but are not limited to:**

- **Phase I Environmental Site Assessments**
- **Phase II/III Environmental Investigations**
- **Site Characterization/Soil and Groundwater Studies and Remediation**
- **Risk Assessments**
- **Brownfield Investigations and Redevelopment**
- **Asbestos Testing, Abatement Design, and Abatement Management**
- **Mold Assessments**
- **Lead-Based Paint Testing and Consulting**
- **Hazardous materials handling, treatment and/or disposal**

2. QUESTION: We understand - per item 3. Minimum Qualifications on page 20 - “it is the city’s intent to select multiple consultants...based solely on qualifications of lead consultants”. However, Tab 3 - Key Personnel (2a) asks for identification of all subconsultants authorized to be used, as well as a brief narrative. If subconsultants should not be included for this specific response, are proposers required to respond to Tab 3 (item 2a)?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals.**

3. **QUESTION:** In Tab 2 – Qualifications, " experience" is noted twice, in both items f. and g. Please clarify what should be submitted for item f. Experience, as there is no further details for this item.

ANSWER: **Item F is a duplication of Item G made in error. The required information for Tab 2: Qualifications is as follows:**

i. **Company Information.**
ii. **A brief company history.**
iii. **Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.**
iv. **Number of years your organization has been in business under its present business name.**
v. **Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.**
vi. **Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.**
vii. **Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.**

4. **QUESTON:** Page 13 (items 6-8) of the RFQ indicates respondents are to Submit sample certificates of insurance, business tax receipts/occupational licenses, and W-9 forms with proposal submissions. Please clarify which tab(s) should be used to submit this data in the response.

ANSWER: **Please include sample certificates, insurance, business tax receipts and W-9s, etc. In Tab #6: Required Forms.**

5. **QUESTON:** For the W-9 requirement (item 8 on page 13) please confirm if firms may submit W-9s already completed, or if we are required to use/submit the city's form.

ANSWER: **Already completed W-9s are acceptable.**

6. **QUESTON:** We understand respondents are to complete and return the City of Fort Pierce's Checklist (final page of RFQ) with submissions. Please clarify if it should be included with required forms in Tab 6, or elsewhere in the response.

ANSWER: **Please include it in Tab 6: Required Forms.**

7. QUESTION: SUBCONSULTANTS
Section IV, Minimum Qualifications (2) - (see screenshot of relevant language, below) This section indicates the firm should submit only in their area of expertise and not assemble a multi-functional team with sub-consultants. Section V, Tab 3 Key Personnel – (see screenshot of relevant language, below). This subsection requests identification of all sub-consultants and sub-contractors. Can you please clarify what the City is requesting related to sub-consultants and sub-contractors?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V, Instructions for Preparing Proposals.**

8. QUESTION: Professional firms qualified to provide design and consulting services Section IV, (2) General Information. This section list six (6) specific areas of professional services with subtypes for indicates that the following specialties " may include".

- Is it appropriate to list expertise in Urban Planning outside those listed as sub-categories?
- We are unsure how the City defines certain services, including:
- Technical Design Investigations
- Mixed Use Project Development (design and implementation): Does the City seek planners to oversee project teams to design and entitle City projects?
- Small Area Studies
- Project Design Oversight: Is this similar to "Mixed Use Project Development (Design and Implementation)"?

Can you please assist in clarifying the City's needs on these specific items so we can appropriately respond with our relevant experience?

ANSWER: **The scope of the professional services to be provided under this Contract will vary based on the specific needs of the City that arise over the duration of the Contract. It**

is anticipated that the Consultant will be available to provide such services, as required, to various City departments. The Consultant will take assignments on a project-by-project basis pursuant to the terms of this Contract. It is stipulated in the solicitation that the Consultant is not guaranteed work assignments under the Contract.
The bulleted list of potential assignments is given as a blanket overview of potential projects that may be needed. We suggest that responders provide their experience in Urban Planning to address their areas of expertise, not limited to the list of "sub-categories" of potential assignments.

For clarification, we anticipate the type of Urban Planning assignments that may be needed during the duration of this contract may include (but not limited to):

- **Planning and design services for projects identified in the Downtown Master Plan.**
- **Neighborhood Identification and Placemaking Projects throughout the City/Fort Pierce Redevelopment Agency.**
- **Streetscaping, Parks and Open Space Planning and Design.**
- **City/FPRA-owned Property Planning (possibly mixed-use).**
- **Comprehensive Policy Planning and Review.**

9. QUESTION: Evaluation Criteria (Selection V) We notice that the evaluation criteria does not include Local Preference or Minority/Woman-Owned Business Preference. Is this accurate? If so, why has the City changed its policy regarding Local Preference?

ANSWER: **This is accurate. The evaluation criteria used to evaluate solicitations are at the discretion of the Department requesting the services. Local Preference was formerly utilized under Special Terms and Conditions in competitive seal bid documents and Request for Proposal, not purchases for professional services subject to Florida Statue 287.055, the Consultant Competitive Negotiation Act, such as this Request Qualifications.**

10. QUESTION: Section I, General Conditions, sub (18)

Minority/Woman Owned Business Enterprise (MWBE) states: "An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance." Is there any support or benefit in ranking for being an MWBE in this RFQ?

ANSWER: **There is no specific ranking for MWBE in this RFQ.**

11. QUESTION: The highlighted bullets under Tab 1 were mentioned on #'d Page 13 but not listed in the Instructions for Preparing Proposals on #'d page 23. Are they required for this submittal?

ANSWER:

- Minority Outreach Plan – history of participation, strategy for promoting participation, realistic goals for participation, reference contact information for clients who can speak to your previous experience. – **disregard this item**
- Insurance - **Include proof of Insurance under Tab #6**
- Corporate Charter – **Include under Tab #2**
- Tax Receipt – **Include under Tab #6**

12. QUESTION: It appears that the RFQ allows for either delivery of a hard copy + a PDF to the City or a digital copy uploaded to Demandstar on the due date. Is this accurate?

ANSWER: **Yes. To clarify as stated on page 15 of the document, there are two options for electronic submissions, upload to DemandStar OR forward pdf format to the Purchasing Division email address.**

13. QUESTION: Section IV, item 3 MINIMUM QUALIFICATIONS, states that "submittals should contain no subconsultants". However, on Section V, Tab 3 KEY PERSONNEL, it states to "identify all sub-consultants and sub-contractors authorized to be used for the work". Additionally, Tab 3 is asking for the sub-consultant's experience, education, certifications, etc. Can you please clarify whether or not we need to submit sub-consultants?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals**

14. QUESTION: Section V, on Tab 3 KEY PERSONNEL, it states "For the key

individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance…" However, this solicitation, based on the scope of work stated on page 19, is for architectural and engineering services. Can you please confirm that we need to submit architects/engineers as our key personnel instead of marketing, consulting, after-sales services?

ANSWER: **Please provide the requested information for any key individuals on your team who will be providing services to the City of Fort Pierce. The examples given are just listed to reference the types of personnel the City might interact with.**

15. QUESTION: Can we exclusively submit for the Urban Planning discipline, or does the City expect firms to address all the disciplines specified from a to on page 19 of the RFQ?

ANSWER: **Firms may exclusively submit for any of the disciplines specified.**

16. QUESTION: Page 3 lists different types of services for licenses professional consultants. Is the City open to other types of licensed professional consultants submitting proposals to become prequalified?

IM Solutions is a full-service technology and communications integration firm specializing in Audiovisual, IT and Unified Communications system professional design, installation, and service. We are a woman-owned small business and have been in business since 2002.

ANSWER: **The City of Fort Pierce is not seeking IT consultants as part of this solicitation. However, you can subscribe to receive updates on other bid opportunities to be notified when an opportunity may arise:** Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

November 9, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024-005

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** Professional liability - We have the standard 3-Million-dollar coverage. However, we also have a 2-million-dollar umbrella policy. Will this be acceptable?

ANSWER: **Yes, this will be acceptable**

2. **QUESTION:** Watercraft Insurance – We are applying for Architectural service and do not believe we will be affected by this. Is it acceptable as the architect, not to have this coverage?

ANSWER: **Yes, this will be acceptable**

3. **QUESTION:** Cyber Insurance – We have never been asked for this and therefore do not have this coverage. Is this required for architectural services?

ANSWER: **We can forgo the Cyber Insurance**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

City Commission Regular Meeting - 5:05 pm **11. d.**

Meeting Date: 09/16/2024

Re: Continuing Contract for Professional Services - Royal Consulting Services

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

---

SUBJECT:

Approval of Continuing Contract for Professional Engineering Services to Royal Consulting Services of Longwood, FL pursuant to RFQ No. 2024-005.

SUMMARY:

During the City Commission meeting on February 20, 2024, RFQ No. 2024-005 was awarded to multiple firms, designating them as the City's Miscellaneous Professional Continuing Services providers. These firms, which are licensed professional consultants, will deliver services in the fields of Architecture, Environmental Services, Engineering, Hydrogeology, Landscape Architecture, and Urban Planning.

Operating under the regulations established in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA), these firms will provide advisory services, technical investigations, analyses, designs, and other professional services to support various city departments. The initial term of the contract is one (1) year, with the possibility of three (3) additional one-year renewals.

RECOMMENDATION:

Approval of Continuing Contract for Professional Engineering Services to Royal Consulting Services.

ALTERNATIVES:

Amend or deny Continuing Contract for Professional Services

RESPONSIBLE STAFF:

Gelencia Carter, Purchasing Manager
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Attorney
City Clerk/Acting City Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

FISCAL IMPACT:

There is no fiscal impact associated with this continuing contract at this time. Subsequent project agreements will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Continuing Contract - Royal Consulting Services

RLS Memo

Notification of Award

RFQ

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	09/06/2024 12:19 PM
Finance Department	Shyanne Harnage	09/10/2024 11:47 AM
City Manager	Linda Cox	09/11/2024 09:25 AM
Finance Department	Johnna Morris	09/11/2024 11:48 AM
City Manager	Linda Cox	09/11/2024 01:24 PM

Form Started By: Shyanne Harnage Started On: 09/04/2024 06:25 PM

Final Approval Date: 09/11/2024

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **ROYAL CONSULTING SERVICES, INC.** whose principal address is **211 West Warren Avenue, Longwood, FL 32750** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; 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.

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 Agreement is to provide professional services within the scope of practice of **professional engineering** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC 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-assignment basis through the execution of a Specific Authorization. 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 professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

D. 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 Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific 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 Specific 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 Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

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.

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 a 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 this Agreement.

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

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 Agreement, 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 of any portion of this Agreement 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 Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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 and specifically:

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

2. 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 as provided by law.

3. 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@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 Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, 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. 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

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. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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 race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL

EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Consultant:
ROYAL CONSULTING SERVICES, INC.
211 West Warren Avenue
Longwood, FL 32750

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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.

34. WAIVER

No waiver by the City of any provision of this Agreement 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.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

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 Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: _____

Title: _____

Today's Date: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHYANNE HARNAGE, CRA ADMINISTRATOR
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CONTINUING CONTRACTS FOR PROFESSIONAL SERVICES PURSUANT TO RFP 2024-005
CAO RLS FILE:	24-347 MBV ENGINEERING, INC. -PROFESSIONAL ENGINEERING (AMENDED) 24-348 DON BERGMAN ARCHITECTURE, LLC-ARCHITECTURE (AMENDED) 24-349 & 364 ARCHITECTS DESIGN COLLABORATIVE, LLC -ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND URBAN PLANNING (AMENDED) 24-350 & 351 EXP U.S. SERVICES, INC.-ARCHITECTURE AND PROFESSIONAL ENGINEERING (AMENDED) 24-352 GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING-PROFESSIONAL ENGINEERING 24-353 ROYAL CONSULTING SERVICES, INC.- PROFESSIONAL ENGINEERING 24-354 CAPE DESIGN ENGINEERING, INC. -PROFESSIONAL ENGINEERING 24-355 SGM ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-356 TLC ENGINEERING SOLUTIONS, INC. -PROFESSIONAL ENGINEERING 24-358 & 363 COTLEUR & HEARING, INC.-ARCHITECTURE AND URBAN PLANNING (AMENDED) 24-359 BCER ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-360 & 362 ZYSCOVICH – ARCHITECTURE AND URBAN PLANNING 24-367 INSPIRE PLACEMAKING COLLABORATIVE – LANDSCAPE ARCHITECTURE
RELATED RLS	24-238 – TEMPLATE 24-315 – REJECTING CHANGES BY ZYSCOVICH AND INSPIRE
DATE:	SEPTEMBER 10, 2024

These Requests for Legal Services (RLS) ask the City Attorney's Office to review and approve Continuing Contracts for Professional Services pursuant to RFP 2024-005.

Nine of these agreements were on the Consent Agenda for the July 15, 2024 City Commission meeting, however, only five were actually signed. Those five are listed above as "Amended" and contain special language acknowledging the procedural history.

This Office has combined agreements and made appropriate changes to the language of the agreements so that each vendor will have only one agreement for all professional services. Additional changes were also made which you can review in the uploaded redline versions.

With the suggested changes, the Agreements are approved as to form and correctness. For your convenience, I uploaded "changes accepted" versions of each agreement.

You advised that two vendors (Zyscovich and Inspire) asked for changes to the standard terms contained in the City's Agreement. The vendors' requested changes were previously addressed **and rejected** by the City Attorney in RLS 24-315 (attached). As such, I have rejected all of the vendors' changes.

Zyscovich has proposed language requiring mediation and arbitration for disputes. This Office has made several changes to the Standard Agreement including changing the Dispute Resolution procedures set forth in Paragraph 38 to require mediation. The changes already made by this Office may address Zyscovich's concerns.

/ahd

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTINUING CONTRACT FOR PROFESSIONAL SERVICES - REQUESTED CHANGES TO CONTRACT

CAO RLS FILE: RLS 24-315

DATE: AUGUST 23, 2024

I have reviewed the above Request for Legal Services (RLS) related to the requests from Zyscovish, LLC and Inspire Placemaking Collective, Inc (Vendors) to change the standard terms of our Continuing Services Contract language. As an initial and general observation for all contracts, I do not recommend changing standard terms to contracts that the City requires others to follow. In this instance, specifically, this RFQ was awarded to numerous other Vendors, all of whom, except these two, have agreed to the City's standard language.

I will point out, the Agreements prepared for these two companies did not utilize the approved template from RLS 24-238. These Agreements should be prepared using that template and submitted for review as to form and correctness prior to being provided to the Vendors for signature. As it relates to the requests to change terms, I have compared the language to the Template in RLS 24-238, and it is the same. Therefore, I am able to address each requested change at this time. Each Vendor's requests are addressed below.

Zyscovish, LLC

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) Professional Liability) language: The Risk Manager has uploaded a Memorandum to Agenda Quick for your review regarding this request. The request to change the maximum deductible or self-insured retention from $10,000 to $100,000 per claim/occurrence is not recommended, please see Risk Manager's Memorandum. All other Vendors have been required to agree to this language and amount.

3. Paragraph 13 (Indemnification) language: The Vendor has requested "when recoverable by law" be added to the recoverable costs. While I would not recommend that language be used, I do believe "unless prohibited by law," would be acceptable. Again, I will reiterate that it is ill-advised to change standard language that others have been required to agree to.

4. Paragraph 21 (Attorneys' Fees and Costs) language: The Vendor has requested removal of the prevailing party language. While this language is not legally required to be in the Agreement, this is the language you elected to include in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

5. Paragraph 38 (Dispute Resolution) language: The Vendor has proposed language requiring mediation and arbitration for disputes. The language they have proposed is legally permissible. The language as you drafted, however, has been included in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

Inspire Placemaking Collective, Inc

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) (Professional Liability): The City requires Professional Liability coverage for a contract providing for this type of service. The Risk Manager has prepared a Memorandum, which has been uploaded to Agenda Quick. Mr. Rios points out the minimum acceptable Professional Liability coverage is $2,000,000. Again, all other Vendors (excepting these two) have agreed to the $3,000,000 as originally included. For fairness and consistency, it is not recommended that this term be changed, even though it legally can be changed. I will also point out, I did review the RFQ, and the Required Limits of Insurance stated $3,000,000 was required for Professional Liability coverage.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

March 1, 2024

RE: Notification of Award
RFQ No. 2024-005 ~ Miscellaneous Professional Continuing Services

To Whom It May Concern:

The City of Fort Pierce Commission met in regular session, Tuesday, February 20, 2024, and approved the following firms as the City's Miscellaneous Professional Continuing Services providers:

Professional Service	Firms
Architectural Services	Architects Design Collaborative, LLC
	Don Bergman Architecture LLC
	EXP u.s. Services, INC
	Zyscovich, LLC
Environmental Services	EXP U.S. Services, Inc
	GFA International, Inc dba Universal Engineering Sciences
	Royal Consulting Services, Inc
Facilities Engineering – MEP Services	BCER Engineering, Inc
	Cape Design Engineering Co.
	SGM Engineering, Inc
	TLC Engineering Solutions, Inc
Facilities Engineering – Structural	Cape Design Engineering Co.
	MBV Engineering, Inc
	TLC Engineering Solutions, Inc
Hydrogeological Services	EXP U.S. Services, Inc
	Royal Consulting Services, Inc
Landscape Architectural Services	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Inspire Placemaking Collective, Inc
Urban Planning	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Zyscovich, LLC

To view the agenda item, supporting documentation and the evaluation matrix, click on the link below: https://destinyhosted.com/agenda_publish.cfm?id=36787&mt=ALL&vl=true&get_month=2&get_year=2024&dsp=ag&seq=3760. See item number 11e.

We appreciate your interest in doing business with the City of Fort Pierce and certainly hope you will still have continued interest in future projects.

Sincerely,

Monica Gonzales

Monica Gonzales
Purchasing Specialist

/gm

cc: Audria Moore-Wells, Special Projects Coordinator
Shyanne Harnage, Economic Development Manager
Johnna Morris, MBA, CGFP, CPPT Director of Finance

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFQ No: 2024-005**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, TUESDAY, NOVEMBER 14, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized

agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing

Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of

persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board 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 Proposer. Further, if such claim is made, or is pending, the Proposer 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 Proposer and receive reimbursement. If the Proposer used any design, device, or materials

covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly

executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

Vendor 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 their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Vendor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor 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 Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor 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 Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors 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 sub-Contractor's work.

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, 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 Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, 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 the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

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 the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, 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 Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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, 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 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:

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

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover Vendor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the 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 minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$3,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the Vendor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability 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 minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

The insurance provided by Vendor 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 Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be

in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

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

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

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

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

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) day's notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

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
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Tuesday, November 14, 2023**.

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO	**COPY TO**
Shyanne Harnage	**LaTonya Hubbard**
Economic Development Manager	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3780	Fax: 772-467-3848
Email: sharnage@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than, **5:00PM, Thursday, November 2, 2023.**

4. TERM OF CONTRACT

The Vendors selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

15.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.

15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

15.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. SUMMARY

The City of Fort Pierce, Florida, is requesting submittals from qualified individuals/firms for Miscellaneous Professional Continuing Services for the purpose of selecting a provider to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Fort Pierce, Florida, in conformance with proposal document, which include technical specifications and/or a scope of work. Those individuals/firms interested in being considered for this RFQ are instructed to submit their submittal on the forms provided, pertinent to this project prior to 3:00 pm, Tuesday, November 14, 2023.

2. GENERAL INFORMATION

The City of Fort Pierce, located in St. Lucie County Florida is soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in the following areas to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. The City of Fort Pierce desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA:

a. Architectural Services
b. Environmental Testing Services
c. Facilities Engineering Services
    i. Mechanical, Electrical, and Plumbing (MEP) Engineering
    ii. Structural Engineering
d. Hydrogeological Services
e. Landscape Architectural Services
f. Urban Planning (may include):
    - Professional urban planning
    - Mixed Use Project Development (design and implementation)
    - Technical Design Investigations
    - Urban Infill Site Planning
    - Urban Design
    - Parks/Open Space/Streetscape Planning, Design and Analysis
    - Historic Preservation Planning and Desire
    - Small Area Studies/Economic Analysis
    - Project Design Oversight

- Neighborhood Identification and Placemaking

The City intends to enter into contracts for continuing services in each service area listed above, with the respondent(s) who submit qualifications as determined by the City to be most advantageous to the City. The City anticipates awarding up to three (3) contracts in each service area to the respondent(s) chosen but reserves the right to award in any fashion it decides, in its sole determination, is in the best interest of the City. All contracts awarded under this RFQ shall be "continuing contracts" as defined in Florida Statutes 287.055(2)(g) and shall be subject to the limitations and restrictions described therein. All contracts shall be awarded for an initial period of one year. The City may, at its sole discretion, extend the contract for additional one (1) year periods to a maximum of three (3) years, or may elect to re-advertise. The selected individuals or firms should be able to demonstrate exceptional experience in dealing with municipal public projects, specifically in urbanized areas, and all aspects of miscellaneous professional services in the designated area of expertise.

The scope of the professional services under each of these services will vary based on the specific needs of the City that arise over the duration of the contract. It is anticipated that the selected consultant(s) in each service area will be available to provide such services, as required, to all City departments. The selected firm(s) will take assignments on a project-by-project basis pursuant to the terms of a written agreement with the City. The City intends for each continuing services agreement to stipulate that no firm is guaranteed work assignments under the contract. Work assignments will be negotiated with the firm deemed by the City to be most qualified from the list of available firms to perform the specific task associated with each work order. Individual work orders will be negotiated as City's needs arise.

3. MINIMUM QUALIFICATIONS

Interested firms must be experienced in providing consulting services in the service areas of the nature described herein. While the use of sub-consultants may ultimately be required for completion of a specific assignment, it is the City's intent to select multiple consultants in each service area based solely on the qualifications of the lead consultant. To that end, submittals should contain no subconsultants. Any information submitted related to sub-consultants will not be considered. To be considered for selection in any or all of the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, St. Lucie County, and City of Fort Pierce codes, regulations, and laws. Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.

4. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or

more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

4.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation.	Tab 1	10
Qualifications of Company	Includes company qualifications, introduction, and company information.	Tab 2	25
Personnel	Personnel qualifications	Tab 3	30
Services/References	Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	Tabs 4 and 5	35
		Total	**100**

4.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with

the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

5. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: Executive Summary

Indicate which of the professional service(s) your firm intends to provide, an overview of how you plan to provide your service(s) based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience
g. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
h. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

TAB 3: Key Personnel

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organization and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including:
    a. The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work.
    a. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 4: Service (Include similar projects)

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 5: References

1. Provide a minimum of three (3) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:

a. Name of reference organization
b. Contact person
c. Phone number
d. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 6: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – E=Verify Affidavit
Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 5, page 23

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ 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 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 employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Proposer's Signature

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2023.

_____
Notary Public

My Commission expires: (Seal)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Miscellaneous Professional Continuing Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2024-005
MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

November 1, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024- 005

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposer for clarification of the proposal specifications:

1. QUESTION: The scope mentions environmental testing services. Please clarify the types of environmental testing projects anticipated for this contract.

ANSWER: **No specific environmental testing projects have been identified at this time. We anticipate the type of assignments that may be required during the duration of this contract may include but are not limited to:**

- **Phase I Environmental Site Assessments**
- **Phase II/III Environmental Investigations**
- **Site Characterization/Soil and Groundwater Studies and Remediation**
- **Risk Assessments**
- **Brownfield Investigations and Redevelopment**
- **Asbestos Testing, Abatement Design, and Abatement Management**
- **Mold Assessments**
- **Lead-Based Paint Testing and Consulting**
- **Hazardous materials handling, treatment and/or disposal**

2. QUESTION: We understand - per item 3. Minimum Qualifications on page 20 - “it is the city’s intent to select multiple consultants...based solely on qualifications of lead consultants”. However, Tab 3 - Key Personnel (2a) asks for identification of all subconsultants authorized to be used, as well as a brief narrative. If subconsultants should not be included for this specific response, are proposers required to respond to Tab 3 (item 2a)?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals.**

3. **QUESTION:** In Tab 2 – Qualifications, " experience" is noted twice, in both items f. and g. Please clarify what should be submitted for item f. Experience, as there is no further details for this item.

ANSWER: **Item F is a duplication of Item G made in error. The required information for Tab 2: Qualifications is as follows:**

i. **Company Information.**
ii. **A brief company history.**
iii. **Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.**
iv. **Number of years your organization has been in business under its present business name.**
v. **Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.**
vi. **Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.**
vii. **Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.**

4. **QUESTON:** Page 13 (items 6-8) of the RFQ indicates respondents are to Submit sample certificates of insurance, business tax receipts/occupational licenses, and W-9 forms with proposal submissions. Please clarify which tab(s) should be used to submit this data in the response.

ANSWER: **Please include sample certificates, insurance, business tax receipts and W-9s, etc. In Tab #6: Required Forms.**

5. **QUESTON:** For the W-9 requirement (item 8 on page 13) please confirm if firms may submit W-9s already completed, or if we are required to use/submit the city's form.

ANSWER: **Already completed W-9s are acceptable.**

6. **QUESTON:** We understand respondents are to complete and return the City of Fort Pierce's Checklist (final page of RFQ) with submissions. Please clarify if it should be included with required forms in Tab 6, or elsewhere in the response.

ANSWER: **Please include it in Tab 6: Required Forms.**

7. QUESTION: SUBCONSULTANTS
Section IV, Minimum Qualifications (2) - (see screenshot of relevant language, below) This section indicates the firm should submit only in their area of expertise and not assemble a multi-functional team with sub-consultants. Section V, Tab 3 Key Personnel – (see screenshot of relevant language, below). This subsection requests identification of all sub-consultants and sub-contractors. Can you please clarify what the City is requesting related to sub-consultants and sub-contractors?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V, Instructions for Preparing Proposals.**

8. QUESTION: Professional firms qualified to provide design and consulting services Section IV, (2) General Information. This section list six (6) specific areas of professional services with subtypes for indicates that the following specialties " may include".

- Is it appropriate to list expertise in Urban Planning outside those listed as sub-categories?
- We are unsure how the City defines certain services, including:
- Technical Design Investigations
- Mixed Use Project Development (design and implementation): Does the City seek planners to oversee project teams to design and entitle City projects?
- Small Area Studies
- Project Design Oversight: Is this similar to "Mixed Use Project Development (Design and Implementation)"?

Can you please assist in clarifying the City's needs on these specific items so we can appropriately respond with our relevant experience?

ANSWER: **The scope of the professional services to be provided under this Contract will vary based on the specific needs of the City that arise over the duration of the Contract. It**

is anticipated that the Consultant will be available to provide such services, as required, to various City departments. The Consultant will take assignments on a project-by-project basis pursuant to the terms of this Contract. It is stipulated in the solicitation that the Consultant is not guaranteed work assignments under the Contract.
The bulleted list of potential assignments is given as a blanket overview of potential projects that may be needed. We suggest that responders provide their experience in Urban Planning to address their areas of expertise, not limited to the list of "sub-categories" of potential assignments.

For clarification, we anticipate the type of Urban Planning assignments that may be needed during the duration of this contract may include (but not limited to):

- **Planning and design services for projects identified in the Downtown Master Plan.**
- **Neighborhood Identification and Placemaking Projects throughout the City/Fort Pierce Redevelopment Agency.**
- **Streetscaping, Parks and Open Space Planning and Design.**
- **City/FPRA-owned Property Planning (possibly mixed-use).**
- **Comprehensive Policy Planning and Review.**

9. QUESTION: Evaluation Criteria (Selection V) We notice that the evaluation criteria does not include Local Preference or Minority/Woman-Owned Business Preference. Is this accurate? If so, why has the City changed its policy regarding Local Preference?

ANSWER: **This is accurate. The evaluation criteria used to evaluate solicitations are at the discretion of the Department requesting the services. Local Preference was formerly utilized under Special Terms and Conditions in competitive seal bid documents and Request for Proposal, not purchases for professional services subject to Florida Statue 287.055, the Consultant Competitive Negotiation Act, such as this Request Qualifications.**

10. QUESTION: Section I, General Conditions, sub (18)

Minority/Woman Owned Business Enterprise (MWBE) states: "An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance." Is there any support or benefit in ranking for being an MWBE in this RFQ?

ANSWER: **There is no specific ranking for MWBE in this RFQ.**

11. QUESTION: The highlighted bullets under Tab 1 were mentioned on #'d Page 13 but not listed in the Instructions for Preparing Proposals on #'d page 23. Are they required for this submittal?

ANSWER:

- Minority Outreach Plan – history of participation, strategy for promoting participation, realistic goals for participation, reference contact information for clients who can speak to your previous experience. – **disregard this item**
- Insurance - **Include proof of Insurance under Tab #6**
- Corporate Charter – **Include under Tab #2**
- Tax Receipt – **Include under Tab #6**

12. QUESTION: It appears that the RFQ allows for either delivery of a hard copy + a PDF to the City or a digital copy uploaded to Demandstar on the due date. Is this accurate?

ANSWER: **Yes. To clarify as stated on page 15 of the document, there are two options for electronic submissions, upload to DemandStar OR forward pdf format to the Purchasing Division email address.**

13. QUESTION: Section IV, item 3 MINIMUM QUALIFICATIONS, states that "submittals should contain no subconsultants". However, on Section V, Tab 3 KEY PERSONNEL, it states to "identify all sub-consultants and sub-contractors authorized to be used for the work". Additionally, Tab 3 is asking for the sub-consultant's experience, education, certifications, etc. Can you please clarify whether or not we need to submit sub-consultants?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals**

14. QUESTION: Section V, on Tab 3 KEY PERSONNEL, it states "For the key

individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance…" However, this solicitation, based on the scope of work stated on page 19, is for architectural and engineering services. Can you please confirm that we need to submit architects/engineers as our key personnel instead of marketing, consulting, after-sales services?

ANSWER: **Please provide the requested information for any key individuals on your team who will be providing services to the City of Fort Pierce. The examples given are just listed to reference the types of personnel the City might interact with.**

15. QUESTION: Can we exclusively submit for the Urban Planning discipline, or does the City expect firms to address all the disciplines specified from a to on page 19 of the RFQ?

ANSWER: **Firms may exclusively submit for any of the disciplines specified.**

16. QUESTION: Page 3 lists different types of services for licenses professional consultants. Is the City open to other types of licensed professional consultants submitting proposals to become prequalified?

IM Solutions is a full-service technology and communications integration firm specializing in Audiovisual, IT and Unified Communications system professional design, installation, and service. We are a woman-owned small business and have been in business since 2002.

ANSWER: **The City of Fort Pierce is not seeking IT consultants as part of this solicitation. However, you can subscribe to receive updates on other bid opportunities to be notified when an opportunity may arise:** Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

November 9, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024-005

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** Professional liability - We have the standard 3-Million-dollar coverage. However, we also have a 2-million-dollar umbrella policy. Will this be acceptable?

ANSWER: **Yes, this will be acceptable**

2. **QUESTION:** Watercraft Insurance – We are applying for Architectural service and do not believe we will be affected by this. Is it acceptable as the architect, not to have this coverage?

ANSWER: **Yes, this will be acceptable**

3. **QUESTION:** Cyber Insurance – We have never been asked for this and therefore do not have this coverage. Is this required for architectural services?

ANSWER: **We can forgo the Cyber Insurance**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

City Commission Regular Meeting - 5:05 pm **11. e.**

Meeting Date: 09/16/2024

Re: Continuing Contract for Professional Services - MBV Engineering

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

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SUBJECT:

Approval of Amended Continuing Contract for Professional Engineering Services to MBV Engineering of Vero Beach, FL pursuant to RFQ No. 2024-005.

SUMMARY:

During the City Commission meeting on February 20, 2024, RFQ No. 2024-005 was awarded to multiple firms, designating them as the City's Miscellaneous Professional Continuing Services providers. These firms, which are licensed professional consultants, will deliver services in the fields of Architecture, Environmental Services, Engineering, Hydrogeology, Landscape Architecture, and Urban Planning.

Operating under the regulations established in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA), these firms will provide advisory services, technical investigations, analyses, designs, and other professional services to support various city departments. The initial term of the contract is one (1) year, with the possibility of three (3) additional one-year renewals.

The Continuing Contract for Professional Engineering Services with MBV Engineering was approved on the consent agenda at the July 15, 2024 City Commission Meeting. This agreement has been amended to fit the template provided by the City Attorney's Office and includes special language acknowledging the procedural history.

RECOMMENDATION:

Approval of Amended Continuing Contract for Professional Engineering Services to MBV Engineering.

ALTERNATIVES:

Amend or deny Amended Continuing Contract for Professional Services

RESPONSIBLE STAFF:

Gelencia Carter, Purchasing Manager
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Attorney
City Clerk/Acting City Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

FISCAL IMPACT:

There is no fiscal impact associated with this continuing contract at this time. Subsequent project agreements will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amended Continuing Contract - MBV Engineering

Previously Approved Continuing Contract - MBV Engineering

RFQ

RLS Memo

Notification of Award

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	09/06/2024 12:19 PM
Finance Department	Johnna Morris	09/11/2024 11:47 AM
City Manager	Linda Cox	09/11/2024 01:24 PM
Form Started By: Shyanne Harnage		Started On: 09/04/2024 06:22 PM
Final Approval Date: 09/11/2024		

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **MBV Engineering, Inc.** whose principal address is **1835 20th Street, Vero Beach, FL 32960** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, a previous continuing contract for professional services was executed on July 15, 2024, the terms of which have been updated, and the previously-executed contract is hereby replaced in its entirety with this Amended Continuing Contract for Professional Services; 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.

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 Agreement is to provide professional services within the scope of practice of **professional engineering** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for

discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC 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-assignment basis through the execution of a Specific Authorization. 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 professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

D. 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 Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific 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 Specific 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 Specific Authorizations. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

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.

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 a 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 this Agreement.

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

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 Agreement, 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 of any portion of this Agreement 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 Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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 and specifically:

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

2. 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 as provided by law.

3. 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@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 Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, 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. 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

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. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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 race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
MBV ENGINEERING, INC
1835 20th Street
Vero Beach, FL 32960

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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.

34. WAIVER

No waiver by the City of any provision of this Agreement 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.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

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 Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: _____

Title: _____

Today's Date: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: MBV Engineering, Inc.
1835 20th Street
Vero Beach, FL 32960
Attn: Rodolfo Villamizer, P.E., Senior Vice President

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. 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:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. 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. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

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 , to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
MBV ENGINEERING, INC

BY: _____

Rodolfo Villamizar, P.E. - Senior Vice President
Title

June 26, 2024
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this 15th____ day of __July_____, 2024___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as "City", and MBV Engineering, Inc., whose principal address is 1835 20th St.; Vero Beach, FL 32960 hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and 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 20, 2024, 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 "Agreement" or "Contract"; 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.

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 Agreement is to provide professional/ consultation services in the area of professional engineering services

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

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-

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, cost to perform the work , 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 Agreement 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. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

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.

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 this Agreement.

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

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 Agreement, 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 Agreement 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 Agreement and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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.

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 as 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

E. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.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. 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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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 at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any 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.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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.

28. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. 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 Agreement.

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 an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
MBV ENGINEERING, INC.
1835 20TH Street
Vero Beach, FL 32960
Attn: Rodolfo Villamizar, P.E.,
Senior Vice President

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant 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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

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.

35. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to of 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.

36. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. 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 Agreement.

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

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

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

7/15/2024
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Mr. Rodolfo Villamizar, P.E.

Title: Senior Vice President

Today's Date: June 26, 2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

DATE: June 26, 2024, 2024.

Official Address (Including Zip Code):

1835 20th Street; Vero Beach, FL 32960

By: _____
Name

Mr. Rodolfo Villamizar, P.E.
Name (Typed or Printed)

Senior Vice President
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Indian River

Mr. Rodolfo Villamizar, P.E., 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.

MBV Engineering, Inc.
(Firm Name)

By: Mr. Rodolfo Villamizar, P.E.

Title: Senior Vice President

Subscribed and sworn to before me this 26th
day of , June 2024.

Notary Public

My Commission expires: (Seal)

JESSICA HAWKINS
MY COMMISSION # HH 280173
EXPIRES: October 22, 2026

MBVENGI-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2024

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

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

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321) 445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com
INSURED MBV Engineering, Inc. 1835 20th Street Vero Beach, FL 32960	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Contractors Bonding & Insurance Co. (RLI) — 37206 INSURER B : RLI Insurance Company — 13056 INSURER C : Lexington Insurance Co. — 19437 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X	X	CKB0200088	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PSA0002747	4/1/2024	4/1/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR			PSE0004142	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A	X	PSW0004651	4/1/2024	4/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			015136066	4/1/2024	4/1/2025	Per Claim	1,000,000
C				015136066	4/1/2024	4/1/2025	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Miscellaneous Professional Continuing Services; RFQ No. 2024-005
City of Fort Pierce and its officials, officers, and employees are Additional Insureds with regards to General Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. 30 Day Notice of Cancellation, except for 10 days for non-payment. A Waiver of Subrogation for all policies applies when required by written contract.

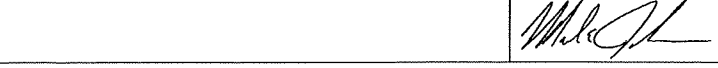
CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. First Aid And Good Samaritan Services
B. Supplementary Payments
C. Reasonable Force – Bodily Injury Or Property Damage
D. Non-Owned Watercraft
E. Canoes Or Rowboats
F. Damage To Premises Rented To You
G. Aircraft Chartered With Crew
H. Electronic Data Liability
I. Who Is An Insured – Newly Acquired Or Formed Organizations
J. Who Is An Insured – Unnamed Partnership Or Joint Venture
K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment
L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations
M. General Aggregate Limit – Per Project Or Per Location
N. Knowledge And Notice Of Occurrence Or Offense
O. Amended Bodily Injury Definition
P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad
Q. Amended Personal And Advertising Injury Definition – Electronic Material
R. Unintentional Omission
S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY AND SECTION III AS IT PERTAINS TO LIABILITY ONLY

A. First Aid And Good Samaritan Services

1. The following is added to **Section II A.1. Business Liability Coverages**

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising out of either the rendering of or failure to render, "First Aid" or "Good Samaritan Services" to any person. For the purposes of this coverage grant, "First Aid" or "Good Samaritan Services" will be deemed to meet the definition of "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the rendering of "First Aid" or "Good Samaritan Services" to any one person will be deemed one "occurrence".

   a. "First Aid" means initial care for medical attention immediately following a "bodily injury".

   b. "Good Samaritan Services" means medical attention provided in an emergency and for which no remuneration is demanded or received.

2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to any insured whether primary, excess, contingent or any other basis, except for insurance purchased specifically by you to apply in excess of the limits of Insurance shown in the declarations for Business Liability.

B. Supplementary Payments

Section II A.1.f. Coverage Extension – Supplementary Payments Paragraphs **1.(b)** and **1.(d)** are deleted and replaced with the following:

(b) Up to $2,500 for the cost of bail bonds required because of accidents or traffic violations arising out of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off work.

C. Reasonable Force – Bodily Injury Or Property Damage

Section II B.1.a. Exclusions, Expected Or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

D. Non-Owned Watercraft

1. **Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft** Subparagraph **(2)** is deleted and replaced by the following:

   (2) A watercraft you do not own that is:

   (a) Up to seventy-five (75) feet long; and

   (b) Not being used to carry persons or property for a charge;

2. Only as respects to the insurance provided by this provision **C. Who Is An Insured** is amended to include as an insured any person who, with your express consent uses the watercraft.

3. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

E. Canoes Or Rowboats

The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft:**

(6) Any non-motorized canoe or rowboat owned by the insured. Only as respects to the insurance provided by this provision **C. Who Is An Insured** is amended to include as an insured any person who, with your express consent, uses any such canoe or rowboat.

F. Damage to Premises Rented to You

1. The last paragraph of **Section II B.1. Exclusions – Applicable To Business Liability Coverage** is deleted and replaced by the following:

   Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in **SECTION II – LIABILITY** do not apply to damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while

rented to you, or temporarily occupied by you with permission by the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in paragraph **D. Liability And Medical Expenses Limits of Insurance** in **SECTION II – LIABILITY**.

2. **Section II F.9.a. Liability And Medical Expenses Definitions**, is deleted and replaced by the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

3. This provision does not apply if coverage for Damage To Premises Rented To You is excluded by another endorsement to this policy.

G. Aircraft Chartered With Crew

1. The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto or Watercraft:**

   (6) Any non-owned aircraft chartered to you with a crew including a pilot.

2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in Declarations.

H. Electronic Data Liability

1. **Section II B.1.q. Exclusions** is deleted and replaced by the following:

   q. Electronic Data

   Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, disclosure of, display of, theft or misappropriation of or inability to manipulate "electronic data". However this exclusion does not apply to "Property Damage".

2. The following definition is added to **Section II F. Liability And Medical Expenses Definitions**:

   "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of the coverage provided by this endorsement, **Section II F. Liability And Medical Expenses Definitions,** Paragraph **17.** is deleted and replaced by the following:

   17. "Property damage" means:

   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

   b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

   c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

   d. Property damage does not mean disclosure of, display of, or theft or misappropriation of electronic data however caused.

   For the purposes of this insurance, "electronic data" is not tangible property.

I. Who Is An Insured – Newly Acquired Or Formed Organizations

The following is added to **Section II C. Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the one hundred eightieth (180th) day after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. Coverage does not apply for "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. Coverage does not apply for "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. This provision does not apply to any organization for which coverage is excluded by another endorsement to this policy.

J. Who Is An Insured – Unnamed Partnership Or Joint Venture

1. The last paragraph of **Section II C. Who Is An Insured** is deleted and replaced by the following:

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

   a. That is not shown as a Named Insured in the Declarations; and

   b. In which you are a member or partner but only if:

      (i) Each and every member or partner in that joint venture or partnership is not a construction contractor; and

      (ii) The joint venture or partnership is not providing construction contracting services.

2. This provision does not apply to any person or organization for which coverage is excluded by another endorsement to this policy.

3. The insurance provided by this provision shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment

Section II C. Who Is An Insured is amended to include as an insured:

1. Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this policy, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after you have entered into that contract or agreement; and

      (1) Only if the "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement; or

      (2) The "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this provision is subject to the following:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations, whichever are less; and

   b. The insurance afforded to such additional insured does not apply:

      (1) To any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after you cease to be a tenant in that premises;

      (2) To any structural alterations, construction or demolition operations performed by or on behalf of such additional insured;

      (3) To any premises for which coverage is excluded by another endorsement to this Coverage Part;

      (4) To any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after the equipment lease expires; or

      (5) If the equipment is leased with an operator.

3. This provision does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.

L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations

Section II C. Who Is An Insured is amended to include as an insured:

1. Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.
2. Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:
   a. "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for that state or political subdivision; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

M. General Aggregate Limit – Per Project Or Per Location

Section II D. Liability And Medical Expenses Limits of Insurance, Paragraph **4. Aggregate Limits**. is deleted and replaced by the following:

4. Aggregate Limits

The most we will pay for:

a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.

b. All:

   (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

   (2) Plus medical expenses;

   (3) Plus all "personal and advertising injury" caused by offenses committed;

   is twice the Liability and Medical Expenses limit.

The aggregate limit for all "bodily injury" and "property damage", medical expenses and "personal and advertising injury" other than "bodily injury" or "property damage" included in the "products-completed operations hazard" applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your "locations" owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

1. Premises involving the same or connecting lots;
2. Premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or
3. Premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

Subject to Paragraph **a.** or **b.** above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire; explosion; lightning; smoke resulting from such fire, explosion or lightning; or water while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of **SECTION II – LIABILITY** apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

N. Knowledge And Notice Of Occurrence Or Offense

The following is added to **Section II E. 2. Liability and Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

O. Amended Bodily Injury Definition

The definition of "bodily injury" in **Section II F.3. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

"Bodily injury" means injury to the body, sickness, disease, or death. "Bodily injury" also means mental injury, mental anguish, emotional distress, pain and suffering, or shock resulting from injury to the body, sickness, disease or death of any person.

P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad

1. The definition of "insured contract" in **Section II F.9.c. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

   c. Any easement or license agreement

2. The definition of "insured contract" in **Section II F.9.f.(1) Liability And Medical Expenses Definitions** is deleted.

3. The insurance provided by this provision shall be excess over any valid and collectible Railroad Protective Liability insurance available to an insured , whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

Q. Amended Personal And Advertising Injury Definition – Electronic Material

1. The definition of "personal and advertising injury" in **Section II F.14.d. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

   d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

2. The definition of "personal and advertising injury" in **Section II F.14.e. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

   e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

3. **Section II B.1.p.(2) Exclusions** for **Personal And Advertising Injury** is deleted and replaced by the following:

   (2) Arising out of oral, written or electronic publication of material if done by or at the direction of the insured with knowledge of its falsity;

4. **Section II B.1.p.(2) Exclusions** for **Personal And Advertising Injury** is deleted and replaced by the following:

   (3) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

R. Unintentional Omission

The following is added to **SECTION III – COMMON POLICY CONDITIONS** Paragraph **C. Concealment, Misrepresentation Or Fraud (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However as it pertains to Business Liability Coverage only, the unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

SECTION III – COMMON POLICY CONDITIONS Paragraph **K.2. Transfer of Rights of Recovery Against Others to Us (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)** is deleted and replaced by the following:

2. Applicable to Business Liability Coverage:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury and advertising injury" arising out of:

a. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

b. Ongoing and completed operations performed by you, or on your behalf, under a contract or agreement with that person or organization;

c. Your "work"; or

d. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2022

Insurance Company
RLI Insurance Company

Countersigned by Mark E Jackson

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFQ No: 2024-005**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, TUESDAY, NOVEMBER 14, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized

agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing

Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of

persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board 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 Proposer. Further, if such claim is made, or is pending, the Proposer 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 Proposer and receive reimbursement. If the Proposer used any design, device, or materials

covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly

executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

Vendor 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 their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Vendor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor 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 Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor 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 Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors 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 sub-Contractor's work.

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, 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 Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, 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 the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

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 the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, 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 Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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, 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 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:

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

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover Vendor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the 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 minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$3,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the Vendor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability 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 minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

The insurance provided by Vendor 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 Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be

in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

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

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

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

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

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) day's notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

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
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Tuesday, November 14, 2023**.

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO	**COPY TO**
Shyanne Harnage	**LaTonya Hubbard**
Economic Development Manager	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3780	Fax: 772-467-3848
Email: sharnage@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than, **5:00PM, Thursday, November 2, 2023.**

4. TERM OF CONTRACT

The Vendors selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

15.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.

15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

15.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. SUMMARY

The City of Fort Pierce, Florida, is requesting submittals from qualified individuals/firms for Miscellaneous Professional Continuing Services for the purpose of selecting a provider to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Fort Pierce, Florida, in conformance with proposal document, which include technical specifications and/or a scope of work. Those individuals/firms interested in being considered for this RFQ are instructed to submit their submittal on the forms provided, pertinent to this project prior to 3:00 pm, Tuesday, November 14, 2023.

2. GENERAL INFORMATION

The City of Fort Pierce, located in St. Lucie County Florida is soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in the following areas to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. The City of Fort Pierce desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA:

a. Architectural Services
b. Environmental Testing Services
c. Facilities Engineering Services
    i. Mechanical, Electrical, and Plumbing (MEP) Engineering
    ii. Structural Engineering
d. Hydrogeological Services
e. Landscape Architectural Services
f. Urban Planning (may include):
    - Professional urban planning
    - Mixed Use Project Development (design and implementation)
    - Technical Design Investigations
    - Urban Infill Site Planning
    - Urban Design
    - Parks/Open Space/Streetscape Planning, Design and Analysis
    - Historic Preservation Planning and Desire
    - Small Area Studies/Economic Analysis
    - Project Design Oversight

- Neighborhood Identification and Placemaking

The City intends to enter into contracts for continuing services in each service area listed above, with the respondent(s) who submit qualifications as determined by the City to be most advantageous to the City. The City anticipates awarding up to three (3) contracts in each service area to the respondent(s) chosen but reserves the right to award in any fashion it decides, in its sole determination, is in the best interest of the City. All contracts awarded under this RFQ shall be "continuing contracts" as defined in Florida Statutes 287.055(2)(g) and shall be subject to the limitations and restrictions described therein. All contracts shall be awarded for an initial period of one year. The City may, at its sole discretion, extend the contract for additional one (1) year periods to a maximum of three (3) years, or may elect to re-advertise. The selected individuals or firms should be able to demonstrate exceptional experience in dealing with municipal public projects, specifically in urbanized areas, and all aspects of miscellaneous professional services in the designated area of expertise.

The scope of the professional services under each of these services will vary based on the specific needs of the City that arise over the duration of the contract. It is anticipated that the selected consultant(s) in each service area will be available to provide such services, as required, to all City departments. The selected firm(s) will take assignments on a project-by-project basis pursuant to the terms of a written agreement with the City. The City intends for each continuing services agreement to stipulate that no firm is guaranteed work assignments under the contract. Work assignments will be negotiated with the firm deemed by the City to be most qualified from the list of available firms to perform the specific task associated with each work order. Individual work orders will be negotiated as City's needs arise.

3. MINIMUM QUALIFICATIONS

Interested firms must be experienced in providing consulting services in the service areas of the nature described herein. While the use of sub-consultants may ultimately be required for completion of a specific assignment, it is the City's intent to select multiple consultants in each service area based solely on the qualifications of the lead consultant. To that end, submittals should contain no subconsultants. Any information submitted related to sub-consultants will not be considered. To be considered for selection in any or all of the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, St. Lucie County, and City of Fort Pierce codes, regulations, and laws. Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.

4. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or

more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

4.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation.	Tab 1	10
Qualifications of Company	Includes company qualifications, introduction, and company information.	Tab 2	25
Personnel	Personnel qualifications	Tab 3	30
Services/References	Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	Tabs 4 and 5	35
		Total	**100**

4.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with

the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

5. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: Executive Summary

Indicate which of the professional service(s) your firm intends to provide, an overview of how you plan to provide your service(s) based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience
g. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
h. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

TAB 3: Key Personnel

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organization and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including:
    a. The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work.
    a. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 4: Service (Include similar projects)

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 5: References

1. Provide a minimum of three (3) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:

a. Name of reference organization
b. Contact person
c. Phone number
d. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 6: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – E=Verify Affidavit
Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 5, page 23

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ 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 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 employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Proposer's Signature

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2023.

_____
Notary Public

My Commission expires: (Seal)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Miscellaneous Professional Continuing Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2024-005
MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

November 1, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024- 005

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposer for clarification of the proposal specifications:

1. QUESTION: The scope mentions environmental testing services. Please clarify the types of environmental testing projects anticipated for this contract.

ANSWER: **No specific environmental testing projects have been identified at this time. We anticipate the type of assignments that may be required during the duration of this contract may include but are not limited to:**

- **Phase I Environmental Site Assessments**
- **Phase II/III Environmental Investigations**
- **Site Characterization/Soil and Groundwater Studies and Remediation**
- **Risk Assessments**
- **Brownfield Investigations and Redevelopment**
- **Asbestos Testing, Abatement Design, and Abatement Management**
- **Mold Assessments**
- **Lead-Based Paint Testing and Consulting**
- **Hazardous materials handling, treatment and/or disposal**

2. QUESTION: We understand - per item 3. Minimum Qualifications on page 20 - “it is the city’s intent to select multiple consultants...based solely on qualifications of lead consultants”. However, Tab 3 - Key Personnel (2a) asks for identification of all subconsultants authorized to be used, as well as a brief narrative. If subconsultants should not be included for this specific response, are proposers required to respond to Tab 3 (item 2a)?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals.**

3. **QUESTION:** In Tab 2 – Qualifications, " experience" is noted twice, in both items f. and g. Please clarify what should be submitted for item f. Experience, as there is no further details for this item.

ANSWER: **Item F is a duplication of Item G made in error. The required information for Tab 2: Qualifications is as follows:**

i. **Company Information.**
ii. **A brief company history.**
iii. **Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.**
iv. **Number of years your organization has been in business under its present business name.**
v. **Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.**
vi. **Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.**
vii. **Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.**

4. **QUESTON:** Page 13 (items 6-8) of the RFQ indicates respondents are to Submit sample certificates of insurance, business tax receipts/occupational licenses, and W-9 forms with proposal submissions. Please clarify which tab(s) should be used to submit this data in the response.

ANSWER: **Please include sample certificates, insurance, business tax receipts and W-9s, etc. In Tab #6: Required Forms.**

5. **QUESTON:** For the W-9 requirement (item 8 on page 13) please confirm if firms may submit W-9s already completed, or if we are required to use/submit the city's form.

ANSWER: **Already completed W-9s are acceptable.**

6. **QUESTON:** We understand respondents are to complete and return the City of Fort Pierce's Checklist (final page of RFQ) with submissions. Please clarify if it should be included with required forms in Tab 6, or elsewhere in the response.

ANSWER: **Please include it in Tab 6: Required Forms.**

7. QUESTION: SUBCONSULTANTS
Section IV, Minimum Qualifications (2) - (see screenshot of relevant language, below) This section indicates the firm should submit only in their area of expertise and not assemble a multi-functional team with sub-consultants. Section V, Tab 3 Key Personnel – (see screenshot of relevant language, below). This subsection requests identification of all sub-consultants and sub-contractors. Can you please clarify what the City is requesting related to sub-consultants and sub-contractors?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V, Instructions for Preparing Proposals.**

8. QUESTION: Professional firms qualified to provide design and consulting services Section IV, (2) General Information. This section list six (6) specific areas of professional services with subtypes for indicates that the following specialties " may include".

- Is it appropriate to list expertise in Urban Planning outside those listed as sub-categories?
- We are unsure how the City defines certain services, including:
- Technical Design Investigations
- Mixed Use Project Development (design and implementation): Does the City seek planners to oversee project teams to design and entitle City projects?
- Small Area Studies
- Project Design Oversight: Is this similar to "Mixed Use Project Development (Design and Implementation)"?

Can you please assist in clarifying the City's needs on these specific items so we can appropriately respond with our relevant experience?

ANSWER: **The scope of the professional services to be provided under this Contract will vary based on the specific needs of the City that arise over the duration of the Contract. It**

is anticipated that the Consultant will be available to provide such services, as required, to various City departments. The Consultant will take assignments on a project-by-project basis pursuant to the terms of this Contract. It is stipulated in the solicitation that the Consultant is not guaranteed work assignments under the Contract.
The bulleted list of potential assignments is given as a blanket overview of potential projects that may be needed. We suggest that responders provide their experience in Urban Planning to address their areas of expertise, not limited to the list of "sub-categories" of potential assignments.

For clarification, we anticipate the type of Urban Planning assignments that may be needed during the duration of this contract may include (but not limited to):

- **Planning and design services for projects identified in the Downtown Master Plan.**
- **Neighborhood Identification and Placemaking Projects throughout the City/Fort Pierce Redevelopment Agency.**
- **Streetscaping, Parks and Open Space Planning and Design.**
- **City/FPRA-owned Property Planning (possibly mixed-use).**
- **Comprehensive Policy Planning and Review.**

9. QUESTION: Evaluation Criteria (Selection V) We notice that the evaluation criteria does not include Local Preference or Minority/Woman-Owned Business Preference. Is this accurate? If so, why has the City changed its policy regarding Local Preference?

ANSWER: **This is accurate. The evaluation criteria used to evaluate solicitations are at the discretion of the Department requesting the services. Local Preference was formerly utilized under Special Terms and Conditions in competitive seal bid documents and Request for Proposal, not purchases for professional services subject to Florida Statue 287.055, the Consultant Competitive Negotiation Act, such as this Request Qualifications.**

10. QUESTION: Section I, General Conditions, sub (18)

Minority/Woman Owned Business Enterprise (MWBE) states: "An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance." Is there any support or benefit in ranking for being an MWBE in this RFQ?

ANSWER: **There is no specific ranking for MWBE in this RFQ.**

11. QUESTION: The highlighted bullets under Tab 1 were mentioned on #'d Page 13 but not listed in the Instructions for Preparing Proposals on #'d page 23. Are they required for this submittal?

ANSWER:

- Minority Outreach Plan – history of participation, strategy for promoting participation, realistic goals for participation, reference contact information for clients who can speak to your previous experience. – **disregard this item**
- Insurance - **Include proof of Insurance under Tab #6**
- Corporate Charter – **Include under Tab #2**
- Tax Receipt – **Include under Tab #6**

12. QUESTION: It appears that the RFQ allows for either delivery of a hard copy + a PDF to the City or a digital copy uploaded to Demandstar on the due date. Is this accurate?

ANSWER: **Yes. To clarify as stated on page 15 of the document, there are two options for electronic submissions, upload to DemandStar OR forward pdf format to the Purchasing Division email address.**

13. QUESTION: Section IV, item 3 MINIMUM QUALIFICATIONS, states that "submittals should contain no subconsultants". However, on Section V, Tab 3 KEY PERSONNEL, it states to "identify all sub-consultants and sub-contractors authorized to be used for the work". Additionally, Tab 3 is asking for the sub-consultant's experience, education, certifications, etc. Can you please clarify whether or not we need to submit sub-consultants?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals**

14. QUESTION: Section V, on Tab 3 KEY PERSONNEL, it states "For the key

individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance…" However, this solicitation, based on the scope of work stated on page 19, is for architectural and engineering services. Can you please confirm that we need to submit architects/engineers as our key personnel instead of marketing, consulting, after-sales services?

ANSWER: **Please provide the requested information for any key individuals on your team who will be providing services to the City of Fort Pierce. The examples given are just listed to reference the types of personnel the City might interact with.**

15. QUESTION: Can we exclusively submit for the Urban Planning discipline, or does the City expect firms to address all the disciplines specified from a to on page 19 of the RFQ?

ANSWER: **Firms may exclusively submit for any of the disciplines specified.**

16. QUESTION: Page 3 lists different types of services for licenses professional consultants. Is the City open to other types of licensed professional consultants submitting proposals to become prequalified?

IM Solutions is a full-service technology and communications integration firm specializing in Audiovisual, IT and Unified Communications system professional design, installation, and service. We are a woman-owned small business and have been in business since 2002.

ANSWER: **The City of Fort Pierce is not seeking IT consultants as part of this solicitation. However, you can subscribe to receive updates on other bid opportunities to be notified when an opportunity may arise:** Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

November 9, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024-005

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** Professional liability - We have the standard 3-Million-dollar coverage. However, we also have a 2-million-dollar umbrella policy. Will this be acceptable?

ANSWER: **Yes, this will be acceptable**

2. **QUESTION:** Watercraft Insurance – We are applying for Architectural service and do not believe we will be affected by this. Is it acceptable as the architect, not to have this coverage?

ANSWER: **Yes, this will be acceptable**

3. **QUESTION:** Cyber Insurance – We have never been asked for this and therefore do not have this coverage. Is this required for architectural services?

ANSWER: **We can forgo the Cyber Insurance**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHYANNE HARNAGE, CRA ADMINISTRATOR
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CONTINUING CONTRACTS FOR PROFESSIONAL SERVICES PURSUANT TO RFP 2024-005
CAO RLS FILE:	24-347 MBV ENGINEERING, INC. -PROFESSIONAL ENGINEERING (AMENDED) 24-348 DON BERGMAN ARCHITECTURE, LLC-ARCHITECTURE (AMENDED) 24-349 & 364 ARCHITECTS DESIGN COLLABORATIVE, LLC -ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND URBAN PLANNING (AMENDED) 24-350 & 351 EXP U.S. SERVICES, INC.-ARCHITECTURE AND PROFESSIONAL ENGINEERING (AMENDED) 24-352 GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING-PROFESSIONAL ENGINEERING 24-353 ROYAL CONSULTING SERVICES, INC.- PROFESSIONAL ENGINEERING 24-354 CAPE DESIGN ENGINEERING, INC. -PROFESSIONAL ENGINEERING 24-355 SGM ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-356 TLC ENGINEERING SOLUTIONS, INC. -PROFESSIONAL ENGINEERING 24-358 & 363 COTLEUR & HEARING, INC.-ARCHITECTURE AND URBAN PLANNING (AMENDED) 24-359 BCER ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-360 & 362 ZYSCOVICH – ARCHITECTURE AND URBAN PLANNING 24-367 INSPIRE PLACEMAKING COLLABORATIVE – LANDSCAPE ARCHITECTURE
RELATED RLS	24-238 – TEMPLATE 24-315 – REJECTING CHANGES BY ZYSCOVICH AND INSPIRE
DATE:	SEPTEMBER 10, 2024

These Requests for Legal Services (RLS) ask the City Attorney's Office to review and approve Continuing Contracts for Professional Services pursuant to RFP 2024-005.

Nine of these agreements were on the Consent Agenda for the July 15, 2024 City Commission meeting, however, only five were actually signed. Those five are listed above as "Amended" and contain special language acknowledging the procedural history.

This Office has combined agreements and made appropriate changes to the language of the agreements so that each vendor will have only one agreement for all professional services. Additional changes were also made which you can review in the uploaded redline versions.

With the suggested changes, the Agreements are approved as to form and correctness. For your convenience, I uploaded "changes accepted" versions of each agreement.

You advised that two vendors (Zyscovich and Inspire) asked for changes to the standard terms contained in the City's Agreement. The vendors' requested changes were previously addressed **and rejected** by the City Attorney in RLS 24-315 (attached). As such, I have rejected all of the vendors' changes.

Zyscovich has proposed language requiring mediation and arbitration for disputes. This Office has made several changes to the Standard Agreement including changing the Dispute Resolution procedures set forth in Paragraph 38 to require mediation. The changes already made by this Office may address Zyscovich's concerns.

/ahd

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTINUING CONTRACT FOR PROFESSIONAL SERVICES - REQUESTED CHANGES TO CONTRACT

CAO RLS FILE: RLS 24-315

DATE: AUGUST 23, 2024

I have reviewed the above Request for Legal Services (RLS) related to the requests from Zyscovish, LLC and Inspire Placemaking Collective, Inc (Vendors) to change the standard terms of our Continuing Services Contract language. As an initial and general observation for all contracts, I do not recommend changing standard terms to contracts that the City requires others to follow. In this instance, specifically, this RFQ was awarded to numerous other Vendors, all of whom, except these two, have agreed to the City's standard language.

I will point out, the Agreements prepared for these two companies did not utilize the approved template from RLS 24-238. These Agreements should be prepared using that template and submitted for review as to form and correctness prior to being provided to the Vendors for signature. As it relates to the requests to change terms, I have compared the language to the Template in RLS 24-238, and it is the same. Therefore, I am able to address each requested change at this time. Each Vendor's requests are addressed below.

Zyscovish, LLC

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) Professional Liability) language: The Risk Manager has uploaded a Memorandum to Agenda Quick for your review regarding this request. The request to change the maximum deductible or self-insured retention from $10,000 to $100,000 per claim/occurrence is not recommended, please see Risk Manager's Memorandum. All other Vendors have been required to agree to this language and amount.

3. Paragraph 13 (Indemnification) language: The Vendor has requested "when recoverable by law" be added to the recoverable costs. While I would not recommend that language be used, I do believe "unless prohibited by law," would be acceptable. Again, I will reiterate that it is ill-advised to change standard language that others have been required to agree to.

4. Paragraph 21 (Attorneys' Fees and Costs) language: The Vendor has requested removal of the prevailing party language. While this language is not legally required to be in the Agreement, this is the language you elected to include in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

5. Paragraph 38 (Dispute Resolution) language: The Vendor has proposed language requiring mediation and arbitration for disputes. The language they have proposed is legally permissible. The language as you drafted, however, has been included in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

Inspire Placemaking Collective, Inc

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) (Professional Liability): The City requires Professional Liability coverage for a contract providing for this type of service. The Risk Manager has prepared a Memorandum, which has been uploaded to Agenda Quick. Mr. Rios points out the minimum acceptable Professional Liability coverage is $2,000,000. Again, all other Vendors (excepting these two) have agreed to the $3,000,000 as originally included. For fairness and consistency, it is not recommended that this term be changed, even though it legally can be changed. I will also point out, I did review the RFQ, and the Required Limits of Insurance stated $3,000,000 was required for Professional Liability coverage.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

March 1, 2024

RE: Notification of Award
RFQ No. 2024-005 ~ Miscellaneous Professional Continuing Services

To Whom It May Concern:

The City of Fort Pierce Commission met in regular session, Tuesday, February 20, 2024, and approved the following firms as the City's Miscellaneous Professional Continuing Services providers:

Professional Service	Firms
Architectural Services	Architects Design Collaborative, LLC
	Don Bergman Architecture LLC
	EXP u.s. Services, INC
	Zyscovich, LLC
Environmental Services	EXP U.S. Services, Inc
	GFA International, Inc dba Universal Engineering Sciences
	Royal Consulting Services, Inc
Facilities Engineering – MEP Services	BCER Engineering, Inc
	Cape Design Engineering Co.
	SGM Engineering, Inc
	TLC Engineering Solutions, Inc
Facilities Engineering – Structural	Cape Design Engineering Co.
	MBV Engineering, Inc
	TLC Engineering Solutions, Inc
Hydrogeological Services	EXP U.S. Services, Inc
	Royal Consulting Services, Inc
Landscape Architectural Services	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Inspire Placemaking Collective, Inc
Urban Planning	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Zyscovich, LLC

To view the agenda item, supporting documentation and the evaluation matrix, click on the link below: https://destinyhosted.com/agenda_publish.cfm?id=36787&mt=ALL&vl=true&get_month=2&get_year=2024&dsp=ag&seq=3760. See item number 11e.

We appreciate your interest in doing business with the City of Fort Pierce and certainly hope you will still have continued interest in future projects.

Sincerely,

Monica Gonzales

Monica Gonzales
Purchasing Specialist

/gm

cc: Audria Moore-Wells, Special Projects Coordinator
Shyanne Harnage, Economic Development Manager
Johnna Morris, MBA, CGFP, CPPT Director of Finance

City Commission Regular Meeting - 5:05 pm **11. f.**

Meeting Date: 09/16/2024

Re: Continuing Contract for Professional Services - GFA International

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

SUBJECT:

Approval of Continuing Contract for Professional Engineering Services to GFA International, Inc. dba Universal Engineering Sciences of Port St. Lucie, FL pursuant to RFQ No. 2024-005.

SUMMARY:

During the City Commission meeting on February 20, 2024, RFQ No. 2024-005 was awarded to multiple firms, designating them as the City's Miscellaneous Professional Continuing Services providers. These firms, which are licensed professional consultants, will deliver services in the fields of Architecture, Environmental Services, Engineering, Hydrogeology, Landscape Architecture, and Urban Planning.

Operating under the regulations established in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA), these firms will provide advisory services, technical investigations, analyses, designs, and other professional services to support various city departments. The initial term of the contract is one (1) year, with the possibility of three (3) additional one-year renewals.

RECOMMENDATION:

Approval of Continuing Contract for Professional Engineering Services to GFA International, Inc. dba Universal Engineering Sciences.

ALTERNATIVES:

Amend or deny Continuing Contract for Professional Services

RESPONSIBLE STAFF:

Gelencia Carter, Purchasing Manager
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Attorney
City Clerk/Acting City Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

FISCAL IMPACT:

There is no fiscal impact associated with this continuing contract at this time. Subsequent project agreements will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Continuing Contract - GFA

RLS Memo

Notification of Award

RFQ

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	09/06/2024 12:19 PM
Finance Department	Johnna Morris	09/11/2024 11:47 AM
City Manager	Linda Cox	09/11/2024 01:24 PM
Form Started By: Shyanne Harnage		Started On: 09/04/2024 06:19 PM
Final Approval Date: 09/11/2024		

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **GFA INTERNATIONAL, INC. dba UNIVERSAL ENGINEERING SCIENCES** whose principal address is **607 NW Commodity Cove, Port St. Lucie, Fl 34986** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; 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.

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 Agreement is to provide professional services within the scope of practice of **professional engineering** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC 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-assignment basis through the execution of a Specific Authorization. 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 professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

D. 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 Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific 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 Specific 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 Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

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.

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 this Agreement.

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

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 Agreement, 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 of any portion of this Agreement 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 Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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 and specifically:

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

2. 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 as provided by law.

3. 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@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 Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, 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. 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

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. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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 race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
GFA INTERNATIONAL, INC.
d/b/a UNIVERSAL ENGINEERING SCIENCES
607 NW Commodity Cove
Port St. Lucie, FL 34986

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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.

34. WAIVER

No waiver by the City of any provision of this Agreement 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.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

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 Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the

term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: _____

Title: _____

Today's Date: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHYANNE HARNAGE, CRA ADMINISTRATOR
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CONTINUING CONTRACTS FOR PROFESSIONAL SERVICES PURSUANT TO RFP 2024-005
CAO RLS FILE:	24-347 MBV ENGINEERING, INC. -PROFESSIONAL ENGINEERING (AMENDED) 24-348 DON BERGMAN ARCHITECTURE, LLC-ARCHITECTURE (AMENDED) 24-349 & 364 ARCHITECTS DESIGN COLLABORATIVE, LLC -ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND URBAN PLANNING (AMENDED) 24-350 & 351 EXP U.S. SERVICES, INC.-ARCHITECTURE AND PROFESSIONAL ENGINEERING (AMENDED) 24-352 GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING-PROFESSIONAL ENGINEERING 24-353 ROYAL CONSULTING SERVICES, INC.- PROFESSIONAL ENGINEERING 24-354 CAPE DESIGN ENGINEERING, INC. -PROFESSIONAL ENGINEERING 24-355 SGM ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-356 TLC ENGINEERING SOLUTIONS, INC. -PROFESSIONAL ENGINEERING 24-358 & 363 COTLEUR & HEARING, INC.-ARCHITECTURE AND URBAN PLANNING (AMENDED) 24-359 BCER ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-360 & 362 ZYSCOVICH – ARCHITECTURE AND URBAN PLANNING 24-367 INSPIRE PLACEMAKING COLLABORATIVE – LANDSCAPE ARCHITECTURE
RELATED RLS	24-238 – TEMPLATE 24-315 – REJECTING CHANGES BY ZYSCOVICH AND INSPIRE
DATE:	SEPTEMBER 10, 2024

These Requests for Legal Services (RLS) ask the City Attorney's Office to review and approve Continuing Contracts for Professional Services pursuant to RFP 2024-005.

Nine of these agreements were on the Consent Agenda for the July 15, 2024 City Commission meeting, however, only five were actually signed. Those five are listed above as "Amended" and contain special language acknowledging the procedural history.

This Office has combined agreements and made appropriate changes to the language of the agreements so that each vendor will have only one agreement for all professional services. Additional changes were also made which you can review in the uploaded redline versions.

With the suggested changes, the Agreements are approved as to form and correctness. For your convenience, I uploaded "changes accepted" versions of each agreement.

You advised that two vendors (Zyscovich and Inspire) asked for changes to the standard terms contained in the City's Agreement. The vendors' requested changes were previously addressed **and rejected** by the City Attorney in RLS 24-315 (attached). As such, I have rejected all of the vendors' changes.

Zyscovich has proposed language requiring mediation and arbitration for disputes. This Office has made several changes to the Standard Agreement including changing the Dispute Resolution procedures set forth in Paragraph 38 to require mediation. The changes already made by this Office may address Zyscovich's concerns.

/ahd

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTINUING CONTRACT FOR PROFESSIONAL SERVICES - REQUESTED CHANGES TO CONTRACT

CAO RLS FILE: RLS 24-315

DATE: AUGUST 23, 2024

I have reviewed the above Request for Legal Services (RLS) related to the requests from Zyscovish, LLC and Inspire Placemaking Collective, Inc (Vendors) to change the standard terms of our Continuing Services Contract language. As an initial and general observation for all contracts, I do not recommend changing standard terms to contracts that the City requires others to follow. In this instance, specifically, this RFQ was awarded to numerous other Vendors, all of whom, except these two, have agreed to the City's standard language.

I will point out, the Agreements prepared for these two companies did not utilize the approved template from RLS 24-238. These Agreements should be prepared using that template and submitted for review as to form and correctness prior to being provided to the Vendors for signature. As it relates to the requests to change terms, I have compared the language to the Template in RLS 24-238, and it is the same. Therefore, I am able to address each requested change at this time. Each Vendor's requests are addressed below.

Zyscovish, LLC

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) Professional Liability) language: The Risk Manager has uploaded a Memorandum to Agenda Quick for your review regarding this request. The request to change the maximum deductible or self-insured retention from $10,000 to $100,000 per claim/occurrence is not recommended, please see Risk Manager's Memorandum. All other Vendors have been required to agree to this language and amount.

3. Paragraph 13 (Indemnification) language: The Vendor has requested "when recoverable by law" be added to the recoverable costs. While I would not recommend that language be used, I do believe "unless prohibited by law," would be acceptable. Again, I will reiterate that it is ill-advised to change standard language that others have been required to agree to.

4. Paragraph 21 (Attorneys' Fees and Costs) language: The Vendor has requested removal of the prevailing party language. While this language is not legally required to be in the Agreement, this is the language you elected to include in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

5. Paragraph 38 (Dispute Resolution) language: The Vendor has proposed language requiring mediation and arbitration for disputes. The language they have proposed is legally permissible. The language as you drafted, however, has been included in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

Inspire Placemaking Collective, Inc

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) (Professional Liability): The City requires Professional Liability coverage for a contract providing for this type of service. The Risk Manager has prepared a Memorandum, which has been uploaded to Agenda Quick. Mr. Rios points out the minimum acceptable Professional Liability coverage is $2,000,000. Again, all other Vendors (excepting these two) have agreed to the $3,000,000 as originally included. For fairness and consistency, it is not recommended that this term be changed, even though it legally can be changed. I will also point out, I did review the RFQ, and the Required Limits of Insurance stated $3,000,000 was required for Professional Liability coverage.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

March 1, 2024

RE: Notification of Award
RFQ No. 2024-005 ~ Miscellaneous Professional Continuing Services

To Whom It May Concern:

The City of Fort Pierce Commission met in regular session, Tuesday, February 20, 2024, and approved the following firms as the City's Miscellaneous Professional Continuing Services providers:

Professional Service	Firms
Architectural Services	Architects Design Collaborative, LLC
	Don Bergman Architecture LLC
	EXP u.s. Services, INC
	Zyscovich, LLC
Environmental Services	EXP U.S. Services, Inc
	GFA International, Inc dba Universal Engineering Sciences
	Royal Consulting Services, Inc
Facilities Engineering – MEP Services	BCER Engineering, Inc
	Cape Design Engineering Co.
	SGM Engineering, Inc
	TLC Engineering Solutions, Inc
Facilities Engineering – Structural	Cape Design Engineering Co.
	MBV Engineering, Inc
	TLC Engineering Solutions, Inc
Hydrogeological Services	EXP U.S. Services, Inc
	Royal Consulting Services, Inc
Landscape Architectural Services	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Inspire Placemaking Collective, Inc
Urban Planning	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Zyscovich, LLC

To view the agenda item, supporting documentation and the evaluation matrix, click on the link below: https://destinyhosted.com/agenda_publish.cfm?id=36787&mt=ALL&vl=true&get_month=2&get_year=2024&dsp=ag&seq=3760. See item number 11e.

We appreciate your interest in doing business with the City of Fort Pierce and certainly hope you will still have continued interest in future projects.

Sincerely,

Monica Gonzales

Monica Gonzales
Purchasing Specialist

/gm

cc: Audria Moore-Wells, Special Projects Coordinator
Shyanne Harnage, Economic Development Manager
Johnna Morris, MBA, CGFP, CPPT Director of Finance

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFQ No: 2024-005**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, TUESDAY, NOVEMBER 14, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized

agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing

Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of

persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board 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 Proposer. Further, if such claim is made, or is pending, the Proposer 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 Proposer and receive reimbursement. If the Proposer used any design, device, or materials

covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly

executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

Vendor 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 their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Vendor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor 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 Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor 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 Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors 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 sub-Contractor's work.

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, 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 Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, 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 the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

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 the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, 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 Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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, 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 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:

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

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover Vendor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the 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 minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$3,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the Vendor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability 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 minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

The insurance provided by Vendor 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 Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be

in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

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

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

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

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

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) day's notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

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
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Tuesday, November 14, 2023**.

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO	**COPY TO**
Shyanne Harnage	**LaTonya Hubbard**
Economic Development Manager	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3780	Fax: 772-467-3848
Email: sharnage@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than, **5:00PM, Thursday, November 2, 2023.**

4. TERM OF CONTRACT

The Vendors selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

15.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.

15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

15.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. SUMMARY

The City of Fort Pierce, Florida, is requesting submittals from qualified individuals/firms for Miscellaneous Professional Continuing Services for the purpose of selecting a provider to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Fort Pierce, Florida, in conformance with proposal document, which include technical specifications and/or a scope of work. Those individuals/firms interested in being considered for this RFQ are instructed to submit their submittal on the forms provided, pertinent to this project prior to 3:00 pm, Tuesday, November 14, 2023.

2. GENERAL INFORMATION

The City of Fort Pierce, located in St. Lucie County Florida is soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in the following areas to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. The City of Fort Pierce desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA:

a. Architectural Services
b. Environmental Testing Services
c. Facilities Engineering Services
    i. Mechanical, Electrical, and Plumbing (MEP) Engineering
    ii. Structural Engineering
d. Hydrogeological Services
e. Landscape Architectural Services
f. Urban Planning (may include):
    - Professional urban planning
    - Mixed Use Project Development (design and implementation)
    - Technical Design Investigations
    - Urban Infill Site Planning
    - Urban Design
    - Parks/Open Space/Streetscape Planning, Design and Analysis
    - Historic Preservation Planning and Desire
    - Small Area Studies/Economic Analysis
    - Project Design Oversight

- Neighborhood Identification and Placemaking

The City intends to enter into contracts for continuing services in each service area listed above, with the respondent(s) who submit qualifications as determined by the City to be most advantageous to the City. The City anticipates awarding up to three (3) contracts in each service area to the respondent(s) chosen but reserves the right to award in any fashion it decides, in its sole determination, is in the best interest of the City. All contracts awarded under this RFQ shall be "continuing contracts" as defined in Florida Statutes 287.055(2)(g) and shall be subject to the limitations and restrictions described therein. All contracts shall be awarded for an initial period of one year. The City may, at its sole discretion, extend the contract for additional one (1) year periods to a maximum of three (3) years, or may elect to re-advertise. The selected individuals or firms should be able to demonstrate exceptional experience in dealing with municipal public projects, specifically in urbanized areas, and all aspects of miscellaneous professional services in the designated area of expertise.

The scope of the professional services under each of these services will vary based on the specific needs of the City that arise over the duration of the contract. It is anticipated that the selected consultant(s) in each service area will be available to provide such services, as required, to all City departments. The selected firm(s) will take assignments on a project-by-project basis pursuant to the terms of a written agreement with the City. The City intends for each continuing services agreement to stipulate that no firm is guaranteed work assignments under the contract. Work assignments will be negotiated with the firm deemed by the City to be most qualified from the list of available firms to perform the specific task associated with each work order. Individual work orders will be negotiated as City's needs arise.

3. MINIMUM QUALIFICATIONS

Interested firms must be experienced in providing consulting services in the service areas of the nature described herein. While the use of sub-consultants may ultimately be required for completion of a specific assignment, it is the City's intent to select multiple consultants in each service area based solely on the qualifications of the lead consultant. To that end, submittals should contain no subconsultants. Any information submitted related to sub-consultants will not be considered. To be considered for selection in any or all of the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, St. Lucie County, and City of Fort Pierce codes, regulations, and laws. Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.

4. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or

more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

4.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation.	Tab 1	10
Qualifications of Company	Includes company qualifications, introduction, and company information.	Tab 2	25
Personnel	Personnel qualifications	Tab 3	30
Services/References	Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	Tabs 4 and 5	35
		Total	**100**

4.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with

the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

5. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: Executive Summary

Indicate which of the professional service(s) your firm intends to provide, an overview of how you plan to provide your service(s) based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience
g. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
h. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

TAB 3: Key Personnel

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organization and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including:
    a. The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work.
    a. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 4: Service (Include similar projects)

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 5: References

1. Provide a minimum of three (3) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:

a. Name of reference organization
b. Contact person
c. Phone number
d. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 6: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – E=Verify Affidavit
Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 5, page 23

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ 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 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 employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Proposer's Signature

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2023.

_____
Notary Public

My Commission expires: (Seal)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Miscellaneous Professional Continuing Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2024-005
MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

November 1, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024- 005

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposer for clarification of the proposal specifications:

1. QUESTION: The scope mentions environmental testing services. Please clarify the types of environmental testing projects anticipated for this contract.

ANSWER: **No specific environmental testing projects have been identified at this time. We anticipate the type of assignments that may be required during the duration of this contract may include but are not limited to:**

- **Phase I Environmental Site Assessments**
- **Phase II/III Environmental Investigations**
- **Site Characterization/Soil and Groundwater Studies and Remediation**
- **Risk Assessments**
- **Brownfield Investigations and Redevelopment**
- **Asbestos Testing, Abatement Design, and Abatement Management**
- **Mold Assessments**
- **Lead-Based Paint Testing and Consulting**
- **Hazardous materials handling, treatment and/or disposal**

2. QUESTION: We understand - per item 3. Minimum Qualifications on page 20 - “it is the city’s intent to select multiple consultants...based solely on qualifications of lead consultants”. However, Tab 3 - Key Personnel (2a) asks for identification of all subconsultants authorized to be used, as well as a brief narrative. If subconsultants should not be included for this specific response, are proposers required to respond to Tab 3 (item 2a)?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals.**

3. **QUESTION:** In Tab 2 – Qualifications, " experience" is noted twice, in both items f. and g. Please clarify what should be submitted for item f. Experience, as there is no further details for this item.

ANSWER: **Item F is a duplication of Item G made in error. The required information for Tab 2: Qualifications is as follows:**

i. **Company Information.**
ii. **A brief company history.**
iii. **Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.**
iv. **Number of years your organization has been in business under its present business name.**
v. **Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.**
vi. **Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.**
vii. **Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.**

4. **QUESTON:** Page 13 (items 6-8) of the RFQ indicates respondents are to Submit sample certificates of insurance, business tax receipts/occupational licenses, and W-9 forms with proposal submissions. Please clarify which tab(s) should be used to submit this data in the response.

ANSWER: **Please include sample certificates, insurance, business tax receipts and W-9s, etc. In Tab #6: Required Forms.**

5. **QUESTON:** For the W-9 requirement (item 8 on page 13) please confirm if firms may submit W-9s already completed, or if we are required to use/submit the city's form.

ANSWER: **Already completed W-9s are acceptable.**

6. **QUESTON:** We understand respondents are to complete and return the City of Fort Pierce's Checklist (final page of RFQ) with submissions. Please clarify if it should be included with required forms in Tab 6, or elsewhere in the response.

ANSWER: **Please include it in Tab 6: Required Forms.**

7. QUESTION: SUBCONSULTANTS
Section IV, Minimum Qualifications (2) - (see screenshot of relevant language, below) This section indicates the firm should submit only in their area of expertise and not assemble a multi-functional team with sub-consultants. Section V, Tab 3 Key Personnel – (see screenshot of relevant language, below). This subsection requests identification of all sub-consultants and sub-contractors. Can you please clarify what the City is requesting related to sub-consultants and sub-contractors?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V, Instructions for Preparing Proposals.**

8. QUESTION: Professional firms qualified to provide design and consulting services Section IV, (2) General Information. This section list six (6) specific areas of professional services with subtypes for indicates that the following specialties " may include".

- Is it appropriate to list expertise in Urban Planning outside those listed as sub-categories?
- We are unsure how the City defines certain services, including:
- Technical Design Investigations
- Mixed Use Project Development (design and implementation): Does the City seek planners to oversee project teams to design and entitle City projects?
- Small Area Studies
- Project Design Oversight: Is this similar to "Mixed Use Project Development (Design and Implementation)"?

Can you please assist in clarifying the City's needs on these specific items so we can appropriately respond with our relevant experience?

ANSWER: **The scope of the professional services to be provided under this Contract will vary based on the specific needs of the City that arise over the duration of the Contract. It**

is anticipated that the Consultant will be available to provide such services, as required, to various City departments. The Consultant will take assignments on a project-by-project basis pursuant to the terms of this Contract. It is stipulated in the solicitation that the Consultant is not guaranteed work assignments under the Contract.
The bulleted list of potential assignments is given as a blanket overview of potential projects that may be needed. We suggest that responders provide their experience in Urban Planning to address their areas of expertise, not limited to the list of "sub-categories" of potential assignments.

For clarification, we anticipate the type of Urban Planning assignments that may be needed during the duration of this contract may include (but not limited to):

- **Planning and design services for projects identified in the Downtown Master Plan.**
- **Neighborhood Identification and Placemaking Projects throughout the City/Fort Pierce Redevelopment Agency.**
- **Streetscaping, Parks and Open Space Planning and Design.**
- **City/FPRA-owned Property Planning (possibly mixed-use).**
- **Comprehensive Policy Planning and Review.**

9. QUESTION: Evaluation Criteria (Selection V) We notice that the evaluation criteria does not include Local Preference or Minority/Woman-Owned Business Preference. Is this accurate? If so, why has the City changed its policy regarding Local Preference?

ANSWER: **This is accurate. The evaluation criteria used to evaluate solicitations are at the discretion of the Department requesting the services. Local Preference was formerly utilized under Special Terms and Conditions in competitive seal bid documents and Request for Proposal, not purchases for professional services subject to Florida Statue 287.055, the Consultant Competitive Negotiation Act, such as this Request Qualifications.**

10. QUESTION: Section I, General Conditions, sub (18)

Minority/Woman Owned Business Enterprise (MWBE) states: "An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance." Is there any support or benefit in ranking for being an MWBE in this RFQ?

ANSWER: **There is no specific ranking for MWBE in this RFQ.**

11. QUESTION: The highlighted bullets under Tab 1 were mentioned on #'d Page 13 but not listed in the Instructions for Preparing Proposals on #'d page 23. Are they required for this submittal?

ANSWER:

- Minority Outreach Plan – history of participation, strategy for promoting participation, realistic goals for participation, reference contact information for clients who can speak to your previous experience. – **disregard this item**
- Insurance - **Include proof of Insurance under Tab #6**
- Corporate Charter – **Include under Tab #2**
- Tax Receipt – **Include under Tab #6**

12. QUESTION: It appears that the RFQ allows for either delivery of a hard copy + a PDF to the City or a digital copy uploaded to Demandstar on the due date. Is this accurate?

ANSWER: **Yes. To clarify as stated on page 15 of the document, there are two options for electronic submissions, upload to DemandStar OR forward pdf format to the Purchasing Division email address.**

13. QUESTION: Section IV, item 3 MINIMUM QUALIFICATIONS, states that "submittals should contain no subconsultants". However, on Section V, Tab 3 KEY PERSONNEL, it states to "identify all sub-consultants and sub-contractors authorized to be used for the work". Additionally, Tab 3 is asking for the sub-consultant's experience, education, certifications, etc. Can you please clarify whether or not we need to submit sub-consultants?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals**

14. QUESTION: Section V, on Tab 3 KEY PERSONNEL, it states "For the key

individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance…" However, this solicitation, based on the scope of work stated on page 19, is for architectural and engineering services. Can you please confirm that we need to submit architects/engineers as our key personnel instead of marketing, consulting, after-sales services?

ANSWER: **Please provide the requested information for any key individuals on your team who will be providing services to the City of Fort Pierce. The examples given are just listed to reference the types of personnel the City might interact with.**

15. QUESTION: Can we exclusively submit for the Urban Planning discipline, or does the City expect firms to address all the disciplines specified from a to on page 19 of the RFQ?

ANSWER: **Firms may exclusively submit for any of the disciplines specified.**

16. QUESTION: Page 3 lists different types of services for licenses professional consultants. Is the City open to other types of licensed professional consultants submitting proposals to become prequalified?

IM Solutions is a full-service technology and communications integration firm specializing in Audiovisual, IT and Unified Communications system professional design, installation, and service. We are a woman-owned small business and have been in business since 2002.

ANSWER: **The City of Fort Pierce is not seeking IT consultants as part of this solicitation. However, you can subscribe to receive updates on other bid opportunities to be notified when an opportunity may arise:** Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

November 9, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024-005

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** Professional liability - We have the standard 3-Million-dollar coverage. However, we also have a 2-million-dollar umbrella policy. Will this be acceptable?

ANSWER: **Yes, this will be acceptable**

2. **QUESTION:** Watercraft Insurance – We are applying for Architectural service and do not believe we will be affected by this. Is it acceptable as the architect, not to have this coverage?

ANSWER: **Yes, this will be acceptable**

3. **QUESTION:** Cyber Insurance – We have never been asked for this and therefore do not have this coverage. Is this required for architectural services?

ANSWER: **We can forgo the Cyber Insurance**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

City Commission Regular Meeting - 5:05 pm **11. g.**

Meeting Date: 09/16/2024

Re: Continuing Contract for Professional Services - EXP

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

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SUBJECT:

Approval of Amended Continuing Contract for Professional Architecture and Engineering Services to EXP U.S. Services of Maitland, FL pursuant to RFQ No. 2024-005.

SUMMARY:

During the City Commission meeting on February 20, 2024, RFQ No. 2024-005 was awarded to multiple firms, designating them as the City's Miscellaneous Professional Continuing Services providers. These firms, which are licensed professional consultants, will deliver services in the fields of Architecture, Environmental Services, Engineering, Hydrogeology, Landscape Architecture, and Urban Planning.

Operating under the regulations established in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA), these firms will provide advisory services, technical investigations, analyses, designs, and other professional services to support various city departments. The initial term of the contract is one (1) year, with the possibility of three (3) additional one-year renewals.

The Continuing Contract for Professional Architecture and Engineering Services with EXP was approved on the consent agenda at the July 15, 2024 City Commission Meeting. This agreement has been amended to fit the template provided by the City Attorney's Office and includes special language acknowledging the procedural history.

RECOMMENDATION:

Approval of Continuing Contract for Professional Architecture and Engineering Services to EXP U.S. Services.

ALTERNATIVES:

Amend or deny Continuing Contract for Professional Services

RESPONSIBLE STAFF:

Gelencia Carter, Purchasing Manager
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Attorney
City Clerk/Acting City Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

FISCAL IMPACT:

There is no fiscal impact associated with this continuing contract at this time. Subsequent project agreements will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amended Continuing Contract - EXP

Previously Approved Continuing Contract - EXP

RLS Memo

Notification of Award

RFQ

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	09/06/2024 12:18 PM
Finance Department	Shyanne Harnage	09/10/2024 11:27 AM
City Manager	Linda Cox	09/11/2024 09:25 AM
Finance Department	Johnna Morris	09/11/2024 11:47 AM
City Manager	Linda Cox	09/11/2024 01:23 PM
Form Started By: Shyanne Harnage		Started On: 09/04/2024 06:16 PM
Final Approval Date: 09/11/2024		

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **EXP U.S. SERVICES, INC.** whose principal address is **2601 Westhall Lane, Maitland, FL 32751** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional architecture and professional engineering** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, a previous continuing contract for professional services was executed on July 15, 2024, the terms of which have been updated, and the previously-executed contract is hereby replaced in its entirety with this Amended Continuing Contract for Professional Services; 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.

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 Agreement is to provide professional services within the scope of practice of **professional architecture and professional engineering** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for

discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC 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-assignment basis through the execution of a Specific Authorization. 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 professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

D. 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 Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific 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 Specific 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 Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

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.

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 a 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 this Agreement.

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

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 Agreement, 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 of any portion of this Agreement 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 Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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 and specifically:

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

2. 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 as provided by law.

3. 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@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 Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, 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. 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 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. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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 race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL

EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
EXP U.S. SERVICES, INC.
2601 Westhall Lane
Maitland, FL 32751

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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.

34. WAIVER

No waiver by the City of any provision of this Agreement 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.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

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 Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: _____

Title: _____

Today's Date: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: EXP U.S. Services, Inc.
2601 Westhall Lane
Maitland, FL 32751
Attn: Patrick J. Russell, Representative/Project Manager

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. 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:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. 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. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

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 , to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
EXP U.S. SERVICES, INC.

BY: Patrick Russell, PE

Municipal Project Manager
Title

June 24, 2024
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this 15th day of July, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and EXP U.S. Services, inc., whose principal address is 2601 Westhall Lane Maitland, FL 32751 hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and 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 20, 2024, 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 "Agreement" or "Contract"; 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.

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 Agreement is to provide professional/ consultation services in the area of professional engineering services

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

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-

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, cost to perform the work , 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 Agreement 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. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

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.

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 this Agreement.

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

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 Agreement, 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 Agreement 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 Agreement and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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.

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 as 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

E. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.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. 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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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 at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any 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.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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.

28. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. 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 Agreement.

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 an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
EXP U.S. SERVICES, INC.
2601 Westhall Lane
Maitland, FL 32751
Attn: Patrick J. Russell,
Representative/Project Manager

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant 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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

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.

35. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to of 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.

36. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. 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 Agreement.

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

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

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

7/15/2024

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____

Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Patrick Russell, PE

Title: Municipal Project Manager

Today's Date: June 24, 2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

DATE: June 24, 2024.

Official Address (Including Zip Code):

Maitland Office: 2601 Westhall Lane, Maitland, FL 32751

By: _____

Name

Patrick Russell, PE

Name (Typed or Printed)

Municipal Project Manager

Title

NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER

STATE OF FLORIDA

COUNTY OF Miami-Dade

Patrick J. Russell, being first duly sworn, deposes and says:

That he is a Representative of EXP U.S. Services, Inc.
(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.

EXP U.S. Services, Inc.
(Firm Name)

By: Patrick J. Russell

Title: Representative

Subscribed and sworn to before me this 14

day of , November 2023.

Notary Public

My Commission expires: (Seal)

7/7/2025

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2024

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED EXP U.S. Services, Inc 2601 Westhall Lane Maitland, FL 32751	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Insurance America Inc — 24554 INSURER B: AIG Insurance Company of Canada — B1206 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W33966947 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		US00057823LI24A	03/31/2024	03/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			GGA7479210	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	GWG7479208	03/31/2024	03/31/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			061127095	03/31/2024	03/31/2025	Per Claim Aggregate	$3,000,000 $3,000,000

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

RFQ No. 2024-005

City of Fort Pierce and its officials, officers, and employees are included as Additional Insureds as respects to General Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Midwest, Inc.	EXP U.S. Services, Inc 2601 Westhall Lane Maitland, FL 32751
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation as permitted by law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contact or written agreement.	**As required per written contract**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom or which you are required by written contract or agreement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. GWG7479208 Endorsement No.

Insured EXP U.S. Services, Inc.

Insurance Company Countersigned by _____

© 1983 National Council on Compensation Insurance.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHYANNE HARNAGE, CRA ADMINISTRATOR
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CONTINUING CONTRACTS FOR PROFESSIONAL SERVICES PURSUANT TO RFP 2024-005
CAO RLS FILE:	24-347 MBV ENGINEERING, INC. -PROFESSIONAL ENGINEERING (AMENDED) 24-348 DON BERGMAN ARCHITECTURE, LLC-ARCHITECTURE (AMENDED) 24-349 & 364 ARCHITECTS DESIGN COLLABORATIVE, LLC -ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND URBAN PLANNING (AMENDED) 24-350 & 351 EXP U.S. SERVICES, INC.-ARCHITECTURE AND PROFESSIONAL ENGINEERING (AMENDED) 24-352 GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING-PROFESSIONAL ENGINEERING 24-353 ROYAL CONSULTING SERVICES, INC.- PROFESSIONAL ENGINEERING 24-354 CAPE DESIGN ENGINEERING, INC. -PROFESSIONAL ENGINEERING 24-355 SGM ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-356 TLC ENGINEERING SOLUTIONS, INC. -PROFESSIONAL ENGINEERING 24-358 & 363 COTLEUR & HEARING, INC.-ARCHITECTURE AND URBAN PLANNING (AMENDED) 24-359 BCER ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-360 & 362 ZYSCOVICH – ARCHITECTURE AND URBAN PLANNING 24-367 INSPIRE PLACEMAKING COLLABORATIVE – LANDSCAPE ARCHITECTURE
RELATED RLS	24-238 – TEMPLATE 24-315 – REJECTING CHANGES BY ZYSCOVICH AND INSPIRE
DATE:	SEPTEMBER 10, 2024

These Requests for Legal Services (RLS) ask the City Attorney's Office to review and approve Continuing Contracts for Professional Services pursuant to RFP 2024-005.

Nine of these agreements were on the Consent Agenda for the July 15, 2024 City Commission meeting, however, only five were actually signed. Those five are listed above as "Amended" and contain special language acknowledging the procedural history.

This Office has combined agreements and made appropriate changes to the language of the agreements so that each vendor will have only one agreement for all professional services. Additional changes were also made which you can review in the uploaded redline versions.

With the suggested changes, the Agreements are approved as to form and correctness. For your convenience, I uploaded "changes accepted" versions of each agreement.

You advised that two vendors (Zyscovich and Inspire) asked for changes to the standard terms contained in the City's Agreement. The vendors' requested changes were previously addressed **and rejected** by the City Attorney in RLS 24-315 (attached). As such, I have rejected all of the vendors' changes.

Zyscovich has proposed language requiring mediation and arbitration for disputes. This Office has made several changes to the Standard Agreement including changing the Dispute Resolution procedures set forth in Paragraph 38 to require mediation. The changes already made by this Office may address Zyscovich's concerns.

/ahd

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTINUING CONTRACT FOR PROFESSIONAL SERVICES - REQUESTED CHANGES TO CONTRACT

CAO RLS FILE: RLS 24-315

DATE: AUGUST 23, 2024

I have reviewed the above Request for Legal Services (RLS) related to the requests from Zyscovish, LLC and Inspire Placemaking Collective, Inc (Vendors) to change the standard terms of our Continuing Services Contract language. As an initial and general observation for all contracts, I do not recommend changing standard terms to contracts that the City requires others to follow. In this instance, specifically, this RFQ was awarded to numerous other Vendors, all of whom, except these two, have agreed to the City's standard language.

I will point out, the Agreements prepared for these two companies did not utilize the approved template from RLS 24-238. These Agreements should be prepared using that template and submitted for review as to form and correctness prior to being provided to the Vendors for signature. As it relates to the requests to change terms, I have compared the language to the Template in RLS 24-238, and it is the same. Therefore, I am able to address each requested change at this time. Each Vendor's requests are addressed below.

Zyscovish, LLC

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) Professional Liability) language: The Risk Manager has uploaded a Memorandum to Agenda Quick for your review regarding this request. The request to change the maximum deductible or self-insured retention from $10,000 to $100,000 per claim/occurrence is not recommended, please see Risk Manager's Memorandum. All other Vendors have been required to agree to this language and amount.

3. Paragraph 13 (Indemnification) language: The Vendor has requested "when recoverable by law" be added to the recoverable costs. While I would not recommend that language be used, I do believe "unless prohibited by law," would be acceptable. Again, I will reiterate that it is ill-advised to change standard language that others have been required to agree to.

4. Paragraph 21 (Attorneys' Fees and Costs) language: The Vendor has requested removal of the prevailing party language. While this language is not legally required to be in the Agreement, this is the language you elected to include in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

5. Paragraph 38 (Dispute Resolution) language: The Vendor has proposed language requiring mediation and arbitration for disputes. The language they have proposed is legally permissible. The language as you drafted, however, has been included in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

Inspire Placemaking Collective, Inc

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) (Professional Liability): The City requires Professional Liability coverage for a contract providing for this type of service. The Risk Manager has prepared a Memorandum, which has been uploaded to Agenda Quick. Mr. Rios points out the minimum acceptable Professional Liability coverage is $2,000,000. Again, all other Vendors (excepting these two) have agreed to the $3,000,000 as originally included. For fairness and consistency, it is not recommended that this term be changed, even though it legally can be changed. I will also point out, I did review the RFQ, and the Required Limits of Insurance stated $3,000,000 was required for Professional Liability coverage.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

March 1, 2024

RE: Notification of Award
RFQ No. 2024-005 ~ Miscellaneous Professional Continuing Services

To Whom It May Concern:

The City of Fort Pierce Commission met in regular session, Tuesday, February 20, 2024, and approved the following firms as the City's Miscellaneous Professional Continuing Services providers:

Professional Service	Firms
Architectural Services	Architects Design Collaborative, LLC
	Don Bergman Architecture LLC
	EXP u.s. Services, INC
	Zyscovich, LLC
Environmental Services	EXP U.S. Services, Inc
	GFA International, Inc dba Universal Engineering Sciences
	Royal Consulting Services, Inc
Facilities Engineering – MEP Services	BCER Engineering, Inc
	Cape Design Engineering Co.
	SGM Engineering, Inc
	TLC Engineering Solutions, Inc
Facilities Engineering – Structural	Cape Design Engineering Co.
	MBV Engineering, Inc
	TLC Engineering Solutions, Inc
Hydrogeological Services	EXP U.S. Services, Inc
	Royal Consulting Services, Inc
Landscape Architectural Services	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Inspire Placemaking Collective, Inc
Urban Planning	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Zyscovich, LLC

To view the agenda item, supporting documentation and the evaluation matrix, click on the link below: https://destinyhosted.com/agenda_publish.cfm?id=36787&mt=ALL&vl=true&get_month=2&get_year=2024&dsp=ag&seq=3760. See item number 11e.

We appreciate your interest in doing business with the City of Fort Pierce and certainly hope you will still have continued interest in future projects.

Sincerely,

Monica Gonzales

Monica Gonzales
Purchasing Specialist

/gm

cc: Audria Moore-Wells, Special Projects Coordinator
Shyanne Harnage, Economic Development Manager
Johnna Morris, MBA, CGFP, CPPT Director of Finance

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFQ No: 2024-005**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, TUESDAY, NOVEMBER 14, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized

agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing

Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of

persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board 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 Proposer. Further, if such claim is made, or is pending, the Proposer 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 Proposer and receive reimbursement. If the Proposer used any design, device, or materials

covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly

executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

Vendor 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 their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Vendor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor 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 Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor 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 Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors 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 sub-Contractor's work.

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, 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 Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, 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 the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

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 the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, 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 Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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, 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 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:

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

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover Vendor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the 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 minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$3,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the Vendor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability 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 minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

The insurance provided by Vendor 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 Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be

in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

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

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

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

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

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) day's notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

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
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Tuesday, November 14, 2023**.

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO	**COPY TO**
Shyanne Harnage	**LaTonya Hubbard**
Economic Development Manager	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3780	Fax: 772-467-3848
Email: sharnage@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than, **5:00PM, Thursday, November 2, 2023.**

4. TERM OF CONTRACT

The Vendors selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

15.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.

15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

15.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. SUMMARY

The City of Fort Pierce, Florida, is requesting submittals from qualified individuals/firms for Miscellaneous Professional Continuing Services for the purpose of selecting a provider to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Fort Pierce, Florida, in conformance with proposal document, which include technical specifications and/or a scope of work. Those individuals/firms interested in being considered for this RFQ are instructed to submit their submittal on the forms provided, pertinent to this project prior to 3:00 pm, Tuesday, November 14, 2023.

2. GENERAL INFORMATION

The City of Fort Pierce, located in St. Lucie County Florida is soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in the following areas to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. The City of Fort Pierce desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA:

a. Architectural Services
b. Environmental Testing Services
c. Facilities Engineering Services
    i. Mechanical, Electrical, and Plumbing (MEP) Engineering
    ii. Structural Engineering
d. Hydrogeological Services
e. Landscape Architectural Services
f. Urban Planning (may include):
    - Professional urban planning
    - Mixed Use Project Development (design and implementation)
    - Technical Design Investigations
    - Urban Infill Site Planning
    - Urban Design
    - Parks/Open Space/Streetscape Planning, Design and Analysis
    - Historic Preservation Planning and Desire
    - Small Area Studies/Economic Analysis
    - Project Design Oversight

- Neighborhood Identification and Placemaking

The City intends to enter into contracts for continuing services in each service area listed above, with the respondent(s) who submit qualifications as determined by the City to be most advantageous to the City. The City anticipates awarding up to three (3) contracts in each service area to the respondent(s) chosen but reserves the right to award in any fashion it decides, in its sole determination, is in the best interest of the City. All contracts awarded under this RFQ shall be "continuing contracts" as defined in Florida Statutes 287.055(2)(g) and shall be subject to the limitations and restrictions described therein. All contracts shall be awarded for an initial period of one year. The City may, at its sole discretion, extend the contract for additional one (1) year periods to a maximum of three (3) years, or may elect to re-advertise. The selected individuals or firms should be able to demonstrate exceptional experience in dealing with municipal public projects, specifically in urbanized areas, and all aspects of miscellaneous professional services in the designated area of expertise.

The scope of the professional services under each of these services will vary based on the specific needs of the City that arise over the duration of the contract. It is anticipated that the selected consultant(s) in each service area will be available to provide such services, as required, to all City departments. The selected firm(s) will take assignments on a project-by-project basis pursuant to the terms of a written agreement with the City. The City intends for each continuing services agreement to stipulate that no firm is guaranteed work assignments under the contract. Work assignments will be negotiated with the firm deemed by the City to be most qualified from the list of available firms to perform the specific task associated with each work order. Individual work orders will be negotiated as City's needs arise.

3. MINIMUM QUALIFICATIONS

Interested firms must be experienced in providing consulting services in the service areas of the nature described herein. While the use of sub-consultants may ultimately be required for completion of a specific assignment, it is the City's intent to select multiple consultants in each service area based solely on the qualifications of the lead consultant. To that end, submittals should contain no subconsultants. Any information submitted related to sub-consultants will not be considered. To be considered for selection in any or all of the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, St. Lucie County, and City of Fort Pierce codes, regulations, and laws. Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.

4. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or

more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

4.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation.	Tab 1	10
Qualifications of Company	Includes company qualifications, introduction, and company information.	Tab 2	25
Personnel	Personnel qualifications	Tab 3	30
Services/References	Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	Tabs 4 and 5	35
		Total	**100**

4.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with

the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

5. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: Executive Summary

Indicate which of the professional service(s) your firm intends to provide, an overview of how you plan to provide your service(s) based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience
g. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
h. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

TAB 3: Key Personnel

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organization and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including:
    a. The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work.
    a. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 4: Service (Include similar projects)

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 5: References

1. Provide a minimum of three (3) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:

a. Name of reference organization
b. Contact person
c. Phone number
d. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 6: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – E=Verify Affidavit
Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 5, page 23

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ 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 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 employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Proposer's Signature

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2023.

_____
Notary Public

My Commission expires: (Seal)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Miscellaneous Professional Continuing Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2024-005
MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

November 1, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024- 005

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposer for clarification of the proposal specifications:

1. QUESTION: The scope mentions environmental testing services. Please clarify the types of environmental testing projects anticipated for this contract.

ANSWER: **No specific environmental testing projects have been identified at this time. We anticipate the type of assignments that may be required during the duration of this contract may include but are not limited to:**

- **Phase I Environmental Site Assessments**
- **Phase II/III Environmental Investigations**
- **Site Characterization/Soil and Groundwater Studies and Remediation**
- **Risk Assessments**
- **Brownfield Investigations and Redevelopment**
- **Asbestos Testing, Abatement Design, and Abatement Management**
- **Mold Assessments**
- **Lead-Based Paint Testing and Consulting**
- **Hazardous materials handling, treatment and/or disposal**

2. QUESTION: We understand - per item 3. Minimum Qualifications on page 20 - “it is the city’s intent to select multiple consultants...based solely on qualifications of lead consultants”. However, Tab 3 - Key Personnel (2a) asks for identification of all subconsultants authorized to be used, as well as a brief narrative. If subconsultants should not be included for this specific response, are proposers required to respond to Tab 3 (item 2a)?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals.**

3. **QUESTION:** In Tab 2 – Qualifications, " experience" is noted twice, in both items f. and g. Please clarify what should be submitted for item f. Experience, as there is no further details for this item.

ANSWER: **Item F is a duplication of Item G made in error. The required information for Tab 2: Qualifications is as follows:**

i. **Company Information.**
ii. **A brief company history.**
iii. **Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.**
iv. **Number of years your organization has been in business under its present business name.**
v. **Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.**
vi. **Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.**
vii. **Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.**

4. **QUESTON:** Page 13 (items 6-8) of the RFQ indicates respondents are to Submit sample certificates of insurance, business tax receipts/occupational licenses, and W-9 forms with proposal submissions. Please clarify which tab(s) should be used to submit this data in the response.

ANSWER: **Please include sample certificates, insurance, business tax receipts and W-9s, etc. In Tab #6: Required Forms.**

5. **QUESTON:** For the W-9 requirement (item 8 on page 13) please confirm if firms may submit W-9s already completed, or if we are required to use/submit the city's form.

ANSWER: **Already completed W-9s are acceptable.**

6. **QUESTON:** We understand respondents are to complete and return the City of Fort Pierce's Checklist (final page of RFQ) with submissions. Please clarify if it should be included with required forms in Tab 6, or elsewhere in the response.

ANSWER: **Please include it in Tab 6: Required Forms.**

7. QUESTION: SUBCONSULTANTS
Section IV, Minimum Qualifications (2) - (see screenshot of relevant language, below) This section indicates the firm should submit only in their area of expertise and not assemble a multi-functional team with sub-consultants. Section V, Tab 3 Key Personnel – (see screenshot of relevant language, below). This subsection requests identification of all sub-consultants and sub-contractors. Can you please clarify what the City is requesting related to sub-consultants and sub-contractors?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V, Instructions for Preparing Proposals.**

8. QUESTION: Professional firms qualified to provide design and consulting services Section IV, (2) General Information. This section list six (6) specific areas of professional services with subtypes for indicates that the following specialties " may include".

- Is it appropriate to list expertise in Urban Planning outside those listed as sub-categories?
- We are unsure how the City defines certain services, including:
- Technical Design Investigations
- Mixed Use Project Development (design and implementation): Does the City seek planners to oversee project teams to design and entitle City projects?
- Small Area Studies
- Project Design Oversight: Is this similar to "Mixed Use Project Development (Design and Implementation)"?

Can you please assist in clarifying the City's needs on these specific items so we can appropriately respond with our relevant experience?

ANSWER: **The scope of the professional services to be provided under this Contract will vary based on the specific needs of the City that arise over the duration of the Contract. It**

is anticipated that the Consultant will be available to provide such services, as required, to various City departments. The Consultant will take assignments on a project-by-project basis pursuant to the terms of this Contract. It is stipulated in the solicitation that the Consultant is not guaranteed work assignments under the Contract.
The bulleted list of potential assignments is given as a blanket overview of potential projects that may be needed. We suggest that responders provide their experience in Urban Planning to address their areas of expertise, not limited to the list of "sub-categories" of potential assignments.

For clarification, we anticipate the type of Urban Planning assignments that may be needed during the duration of this contract may include (but not limited to):

- **Planning and design services for projects identified in the Downtown Master Plan.**
- **Neighborhood Identification and Placemaking Projects throughout the City/Fort Pierce Redevelopment Agency.**
- **Streetscaping, Parks and Open Space Planning and Design.**
- **City/FPRA-owned Property Planning (possibly mixed-use).**
- **Comprehensive Policy Planning and Review.**

9. QUESTION: Evaluation Criteria (Selection V) We notice that the evaluation criteria does not include Local Preference or Minority/Woman-Owned Business Preference. Is this accurate? If so, why has the City changed its policy regarding Local Preference?

ANSWER: **This is accurate. The evaluation criteria used to evaluate solicitations are at the discretion of the Department requesting the services. Local Preference was formerly utilized under Special Terms and Conditions in competitive seal bid documents and Request for Proposal, not purchases for professional services subject to Florida Statue 287.055, the Consultant Competitive Negotiation Act, such as this Request Qualifications.**

10. QUESTION: Section I, General Conditions, sub (18)

Minority/Woman Owned Business Enterprise (MWBE) states: "An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance." Is there any support or benefit in ranking for being an MWBE in this RFQ?

ANSWER: **There is no specific ranking for MWBE in this RFQ.**

11. QUESTION: The highlighted bullets under Tab 1 were mentioned on #'d Page 13 but not listed in the Instructions for Preparing Proposals on #'d page 23. Are they required for this submittal?

ANSWER:

- Minority Outreach Plan – history of participation, strategy for promoting participation, realistic goals for participation, reference contact information for clients who can speak to your previous experience. – **disregard this item**
- Insurance - **Include proof of Insurance under Tab #6**
- Corporate Charter – **Include under Tab #2**
- Tax Receipt – **Include under Tab #6**

12. QUESTION: It appears that the RFQ allows for either delivery of a hard copy + a PDF to the City or a digital copy uploaded to Demandstar on the due date. Is this accurate?

ANSWER: **Yes. To clarify as stated on page 15 of the document, there are two options for electronic submissions, upload to DemandStar OR forward pdf format to the Purchasing Division email address.**

13. QUESTION: Section IV, item 3 MINIMUM QUALIFICATIONS, states that "submittals should contain no subconsultants". However, on Section V, Tab 3 KEY PERSONNEL, it states to "identify all sub-consultants and sub-contractors authorized to be used for the work". Additionally, Tab 3 is asking for the sub-consultant's experience, education, certifications, etc. Can you please clarify whether or not we need to submit sub-consultants?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals**

14. QUESTION: Section V, on Tab 3 KEY PERSONNEL, it states "For the key

individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance…" However, this solicitation, based on the scope of work stated on page 19, is for architectural and engineering services. Can you please confirm that we need to submit architects/engineers as our key personnel instead of marketing, consulting, after-sales services?

ANSWER: **Please provide the requested information for any key individuals on your team who will be providing services to the City of Fort Pierce. The examples given are just listed to reference the types of personnel the City might interact with.**

15. QUESTION: Can we exclusively submit for the Urban Planning discipline, or does the City expect firms to address all the disciplines specified from a to on page 19 of the RFQ?

ANSWER: **Firms may exclusively submit for any of the disciplines specified.**

16. QUESTION: Page 3 lists different types of services for licenses professional consultants. Is the City open to other types of licensed professional consultants submitting proposals to become prequalified?

IM Solutions is a full-service technology and communications integration firm specializing in Audiovisual, IT and Unified Communications system professional design, installation, and service. We are a woman-owned small business and have been in business since 2002.

ANSWER: **The City of Fort Pierce is not seeking IT consultants as part of this solicitation. However, you can subscribe to receive updates on other bid opportunities to be notified when an opportunity may arise:** Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

November 9, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024-005

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** Professional liability - We have the standard 3-Million-dollar coverage. However, we also have a 2-million-dollar umbrella policy. Will this be acceptable?

ANSWER: **Yes, this will be acceptable**

2. **QUESTION:** Watercraft Insurance – We are applying for Architectural service and do not believe we will be affected by this. Is it acceptable as the architect, not to have this coverage?

ANSWER: **Yes, this will be acceptable**

3. **QUESTION:** Cyber Insurance – We have never been asked for this and therefore do not have this coverage. Is this required for architectural services?

ANSWER: **We can forgo the Cyber Insurance**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

City Commission Regular Meeting - 5:05 pm **11. h.**

Meeting Date: 09/16/2024

Re: Continuing Contract for Professional Services - Don Bergman Architecture, LLC

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

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SUBJECT:

Approval of Amended Continuing Contract for Professional Architectural Services to Don Bergman Architecture, LLC of Fort Pierce, FL pursuant to RFQ No. 2024-005.

SUMMARY:

During the City Commission meeting on February 20, 2024, RFQ No. 2024-005 was awarded to multiple firms, designating them as the City's Miscellaneous Professional Continuing Services providers. These firms, which are licensed professional consultants, will deliver services in the fields of Architecture, Environmental Services, Engineering, Hydrogeology, Landscape Architecture, and Urban Planning.

Operating under the regulations established in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA), these firms will provide advisory services, technical investigations, analyses, designs, and other professional services to support various city departments. The initial term of the contract is one (1) year, with the possibility of three (3) additional one-year renewals.

The Continuing Contract for Professional Architectural Services with Don Bergman Architecture, LLC was approved on the consent agenda at the July 15, 2024 City Commission Meeting. This agreement has been amended to fit the template provided by the City Attorney's Office and includes special language acknowledging the procedural history.

RECOMMENDATION:

Approval of Amended Continuing Contract for Professional Architectural Services to Don Bergman Architecture, LLC.

ALTERNATIVES:

Amend or deny Amended Continuing Contract for Professional Services

RESPONSIBLE STAFF:

Gelencia Carter, Purchasing Manager
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Attorney
City Clerk/Acting City Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

FISCAL IMPACT:

There is no fiscal impact associated with this continuing contract at this time. Subsequent project agreements will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amended Continuing Contract - Don Bergman Architecture, LLC

Previously Approved Continuing Contract - Don Bergman

RLS Memo

Notification of Award

RFQ

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	09/06/2024 12:18 PM
City Manager	Linda Cox	09/11/2024 09:23 AM
Finance Department	Johnna Morris	09/11/2024 11:47 AM
City Manager	Linda Cox	09/11/2024 01:23 PM
Form Started By: Shyanne Harnage		Started On: 09/04/2024 06:09 PM
Final Approval Date: 09/11/2024		

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **Don Bergman Architecture, LLC.**, whose principal address is **4362 Gator Trace Lane, Fort Pierce, FL 34982** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional architecture** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, a previous continuing contract for professional services was executed on July 15, 2024, the terms of which have been updated, and the previously-executed contract is hereby replaced in its entirety with this Amended Continuing Contract for Professional Services; 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.

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 Agreement is to provide professional services within the scope of practice of **professional architecture** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for

discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC 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-assignment basis through the execution of a Specific Authorization. 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 professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

D. 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 Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific 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 Specific 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 Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

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.

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 this Agreement.

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

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 Agreement, 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 of any portion of this Agreement 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 Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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 and specifically:

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

2. 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 as provided by law.

3. 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@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 Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, 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. 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 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. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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 race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
DON BERGMAN
ARCHITECTURE, LLC.
4362 Gator Trace Lane
Fort Pierce, FL 34982

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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.

34. WAIVER

No waiver by the City of any provision of this Agreement 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.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

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 Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the

term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: _____

Title: _____

Today's Date: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: Don Bergman Architecture, LLC.
4362 Gator Trace Lane
Fort Pierce, FL 34982
Attn: Don Bergman, President

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. 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:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. 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. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

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, to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
DON BERGMAN ARCHITECTURE LLC

BY: Don Bergman

President
Title

06.26.24
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this 15th day of July, 20 24 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and Don Bergman Architecture, whose principal address is Fort Pierce, FL hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional architectural services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, 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 "Agreement" or "Contract"; 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.

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 Agreement is to provide professional/ consultation services in the area of professional architectural services

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional architectural 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-

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, cost to perform the work , 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 Agreement 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. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

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.

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 this Agreement.

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

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 Agreement, 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 Agreement 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 Agreement and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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.

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 as 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

E. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.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. 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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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 at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any 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.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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.

28. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
Don Bergman Architecture LLC
4362 Gator Trace Lane
Fort Pierce, FL 34982
Attn: Don Bergman, President

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant 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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

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.

35. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to of 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.

36. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. 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 Agreement.

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

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

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

7/15/2024
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Don Bergman

Title: President

Today's Date: 06.26.24

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

DATE: June 26, 2024.

Official Address (Including Zip Code):

Don Bergman Architecture LLC

4362 Gator Trace Lane

Fort Pierce, FL 34982

By: _____
Name

Don Bergman
Name (Typed or Printed)

President
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF St. Lucie

Don Bergman, being first duly sworn, deposes and says:

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

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

Don Bergman Architecture LLC
(Firm Name)

By: _____

Title: President

Subscribed and sworn to before me this 26th

day of June, 2024.

_____
Notary Public

My Commission expires: (Seal)

NOTARY PUBLIC
Expires
10/30/2025
Chelsea Andrade
My Commission #
HH 150184
STATE OF FLORIDA

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/25/2024

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

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

PRODUCER	CONTACT NAME: Loni Renzetti	
Insurance Express 2005 Vista ParkWay Suite 200 West Palm Beach FL 33411	PHONE (A/C, No, Ext): (561) 356-8080	FAX (A/C, No): (877) 316-7800
	E-MAIL ADDRESS: LRenzetti@InsuranceExpress.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company	
INSURED Don Bergman Architecture LLC 4362 Gator Trace Ln Ft Pierce FL 34982	INSURER B : Hiscox Insurance Company Inc	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2442521167 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			P101.347.271.3	05/21/2024	05/21/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Errors and Omissions			ANE1834607.23	10/16/2023	10/16/2024	General Aggregate	$1,000,000
							Each Occurrence	$1,000,000
							Defense of Licensing Proceedings	$10,000

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

Re: Evidence of Insurance.

CERTIFICATE HOLDER

City of Fort Pierce Purchasing Dept.
100 N US 1
Fort Pierce FL 34950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHYANNE HARNAGE, CRA ADMINISTRATOR
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CONTINUING CONTRACTS FOR PROFESSIONAL SERVICES PURSUANT TO RFP 2024-005
CAO RLS FILE:	24-347 MBV ENGINEERING, INC. -PROFESSIONAL ENGINEERING (AMENDED) 24-348 DON BERGMAN ARCHITECTURE, LLC-ARCHITECTURE (AMENDED) 24-349 & 364 ARCHITECTS DESIGN COLLABORATIVE, LLC -ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND URBAN PLANNING (AMENDED) 24-350 & 351 EXP U.S. SERVICES, INC.-ARCHITECTURE AND PROFESSIONAL ENGINEERING (AMENDED) 24-352 GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING-PROFESSIONAL ENGINEERING 24-353 ROYAL CONSULTING SERVICES, INC.- PROFESSIONAL ENGINEERING 24-354 CAPE DESIGN ENGINEERING, INC. -PROFESSIONAL ENGINEERING 24-355 SGM ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-356 TLC ENGINEERING SOLUTIONS, INC. -PROFESSIONAL ENGINEERING 24-358 & 363 COTLEUR & HEARING, INC.-ARCHITECTURE AND URBAN PLANNING (AMENDED) 24-359 BCER ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-360 & 362 ZYSCOVICH – ARCHITECTURE AND URBAN PLANNING 24-367 INSPIRE PLACEMAKING COLLABORATIVE – LANDSCAPE ARCHITECTURE
RELATED RLS	24-238 – TEMPLATE 24-315 – REJECTING CHANGES BY ZYSCOVICH AND INSPIRE
DATE:	SEPTEMBER 10, 2024

These Requests for Legal Services (RLS) ask the City Attorney's Office to review and approve Continuing Contracts for Professional Services pursuant to RFP 2024-005.

Nine of these agreements were on the Consent Agenda for the July 15, 2024 City Commission meeting, however, only five were actually signed. Those five are listed above as "Amended" and contain special language acknowledging the procedural history.

This Office has combined agreements and made appropriate changes to the language of the agreements so that each vendor will have only one agreement for all professional services. Additional changes were also made which you can review in the uploaded redline versions.

With the suggested changes, the Agreements are approved as to form and correctness. For your convenience, I uploaded "changes accepted" versions of each agreement.

You advised that two vendors (Zyscovich and Inspire) asked for changes to the standard terms contained in the City's Agreement. The vendors' requested changes were previously addressed **and rejected** by the City Attorney in RLS 24-315 (attached). As such, I have rejected all of the vendors' changes.

Zyscovich has proposed language requiring mediation and arbitration for disputes. This Office has made several changes to the Standard Agreement including changing the Dispute Resolution procedures set forth in Paragraph 38 to require mediation. The changes already made by this Office may address Zyscovich's concerns.

/ahd

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTINUING CONTRACT FOR PROFESSIONAL SERVICES - REQUESTED CHANGES TO CONTRACT

CAO RLS FILE: RLS 24-315

DATE: AUGUST 23, 2024

I have reviewed the above Request for Legal Services (RLS) related to the requests from Zyscovish, LLC and Inspire Placemaking Collective, Inc (Vendors) to change the standard terms of our Continuing Services Contract language. As an initial and general observation for all contracts, I do not recommend changing standard terms to contracts that the City requires others to follow. In this instance, specifically, this RFQ was awarded to numerous other Vendors, all of whom, except these two, have agreed to the City's standard language.

I will point out, the Agreements prepared for these two companies did not utilize the approved template from RLS 24-238. These Agreements should be prepared using that template and submitted for review as to form and correctness prior to being provided to the Vendors for signature. As it relates to the requests to change terms, I have compared the language to the Template in RLS 24-238, and it is the same. Therefore, I am able to address each requested change at this time. Each Vendor's requests are addressed below.

Zyscovish, LLC

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) Professional Liability) language: The Risk Manager has uploaded a Memorandum to Agenda Quick for your review regarding this request. The request to change the maximum deductible or self-insured retention from $10,000 to $100,000 per claim/occurrence is not recommended, please see Risk Manager's Memorandum. All other Vendors have been required to agree to this language and amount.

3. Paragraph 13 (Indemnification) language: The Vendor has requested "when recoverable by law" be added to the recoverable costs. While I would not recommend that language be used, I do believe "unless prohibited by law," would be acceptable. Again, I will reiterate that it is ill-advised to change standard language that others have been required to agree to.

4. Paragraph 21 (Attorneys' Fees and Costs) language: The Vendor has requested removal of the prevailing party language. While this language is not legally required to be in the Agreement, this is the language you elected to include in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

5. Paragraph 38 (Dispute Resolution) language: The Vendor has proposed language requiring mediation and arbitration for disputes. The language they have proposed is legally permissible. The language as you drafted, however, has been included in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

Inspire Placemaking Collective, Inc

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) (Professional Liability): The City requires Professional Liability coverage for a contract providing for this type of service. The Risk Manager has prepared a Memorandum, which has been uploaded to Agenda Quick. Mr. Rios points out the minimum acceptable Professional Liability coverage is $2,000,000. Again, all other Vendors (excepting these two) have agreed to the $3,000,000 as originally included. For fairness and consistency, it is not recommended that this term be changed, even though it legally can be changed. I will also point out, I did review the RFQ, and the Required Limits of Insurance stated $3,000,000 was required for Professional Liability coverage.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

March 1, 2024

RE: Notification of Award
RFQ No. 2024-005 ~ Miscellaneous Professional Continuing Services

To Whom It May Concern:

The City of Fort Pierce Commission met in regular session, Tuesday, February 20, 2024, and approved the following firms as the City's Miscellaneous Professional Continuing Services providers:

Professional Service	Firms
Architectural Services	Architects Design Collaborative, LLC
	Don Bergman Architecture LLC
	EXP u.s. Services, INC
	Zyscovich, LLC
Environmental Services	EXP U.S. Services, Inc
	GFA International, Inc dba Universal Engineering Sciences
	Royal Consulting Services, Inc
Facilities Engineering – MEP Services	BCER Engineering, Inc
	Cape Design Engineering Co.
	SGM Engineering, Inc
	TLC Engineering Solutions, Inc
Facilities Engineering – Structural	Cape Design Engineering Co.
	MBV Engineering, Inc
	TLC Engineering Solutions, Inc
Hydrogeological Services	EXP U.S. Services, Inc
	Royal Consulting Services, Inc
Landscape Architectural Services	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Inspire Placemaking Collective, Inc
Urban Planning	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Zyscovich, LLC

To view the agenda item, supporting documentation and the evaluation matrix, click on the link below: https://destinyhosted.com/agenda_publish.cfm?id=36787&mt=ALL&vl=true&get_month=2&get_year=2024&dsp=ag&seq=3760. See item number 11e.

We appreciate your interest in doing business with the City of Fort Pierce and certainly hope you will still have continued interest in future projects.

Sincerely,

Monica Gonzales

Monica Gonzales
Purchasing Specialist

/gm

cc: Audria Moore-Wells, Special Projects Coordinator
Shyanne Harnage, Economic Development Manager
Johnna Morris, MBA, CGFP, CPPT Director of Finance

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFQ No: 2024-005**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, TUESDAY, NOVEMBER 14, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized

agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing

Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of

persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board 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 Proposer. Further, if such claim is made, or is pending, the Proposer 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 Proposer and receive reimbursement. If the Proposer used any design, device, or materials

covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly

executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

Vendor 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 their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Vendor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor 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 Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor 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 Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors 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 sub-Contractor's work.

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, 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 Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, 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 the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

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 the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, 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 Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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, 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 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:

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

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover Vendor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the 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 minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$3,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the Vendor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability 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 minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

The insurance provided by Vendor 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 Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be

in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

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

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

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

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

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) day's notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

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
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Tuesday, November 14, 2023**.

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO	**COPY TO**
Shyanne Harnage	**LaTonya Hubbard**
Economic Development Manager	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3780	Fax: 772-467-3848
Email: sharnage@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than, **5:00PM, Thursday, November 2, 2023.**

4. TERM OF CONTRACT

The Vendors selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

15.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.

15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

15.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. SUMMARY

The City of Fort Pierce, Florida, is requesting submittals from qualified individuals/firms for Miscellaneous Professional Continuing Services for the purpose of selecting a provider to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Fort Pierce, Florida, in conformance with proposal document, which include technical specifications and/or a scope of work. Those individuals/firms interested in being considered for this RFQ are instructed to submit their submittal on the forms provided, pertinent to this project prior to 3:00 pm, Tuesday, November 14, 2023.

2. GENERAL INFORMATION

The City of Fort Pierce, located in St. Lucie County Florida is soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in the following areas to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. The City of Fort Pierce desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA:

a. Architectural Services
b. Environmental Testing Services
c. Facilities Engineering Services
    i. Mechanical, Electrical, and Plumbing (MEP) Engineering
    ii. Structural Engineering
d. Hydrogeological Services
e. Landscape Architectural Services
f. Urban Planning (may include):
    - Professional urban planning
    - Mixed Use Project Development (design and implementation)
    - Technical Design Investigations
    - Urban Infill Site Planning
    - Urban Design
    - Parks/Open Space/Streetscape Planning, Design and Analysis
    - Historic Preservation Planning and Desire
    - Small Area Studies/Economic Analysis
    - Project Design Oversight

- Neighborhood Identification and Placemaking

The City intends to enter into contracts for continuing services in each service area listed above, with the respondent(s) who submit qualifications as determined by the City to be most advantageous to the City. The City anticipates awarding up to three (3) contracts in each service area to the respondent(s) chosen but reserves the right to award in any fashion it decides, in its sole determination, is in the best interest of the City. All contracts awarded under this RFQ shall be "continuing contracts" as defined in Florida Statutes 287.055(2)(g) and shall be subject to the limitations and restrictions described therein. All contracts shall be awarded for an initial period of one year. The City may, at its sole discretion, extend the contract for additional one (1) year periods to a maximum of three (3) years, or may elect to re-advertise. The selected individuals or firms should be able to demonstrate exceptional experience in dealing with municipal public projects, specifically in urbanized areas, and all aspects of miscellaneous professional services in the designated area of expertise.

The scope of the professional services under each of these services will vary based on the specific needs of the City that arise over the duration of the contract. It is anticipated that the selected consultant(s) in each service area will be available to provide such services, as required, to all City departments. The selected firm(s) will take assignments on a project-by-project basis pursuant to the terms of a written agreement with the City. The City intends for each continuing services agreement to stipulate that no firm is guaranteed work assignments under the contract. Work assignments will be negotiated with the firm deemed by the City to be most qualified from the list of available firms to perform the specific task associated with each work order. Individual work orders will be negotiated as City's needs arise.

3. MINIMUM QUALIFICATIONS

Interested firms must be experienced in providing consulting services in the service areas of the nature described herein. While the use of sub-consultants may ultimately be required for completion of a specific assignment, it is the City's intent to select multiple consultants in each service area based solely on the qualifications of the lead consultant. To that end, submittals should contain no subconsultants. Any information submitted related to sub-consultants will not be considered. To be considered for selection in any or all of the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, St. Lucie County, and City of Fort Pierce codes, regulations, and laws. Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.

4. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or

more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

4.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation.	Tab 1	10
Qualifications of Company	Includes company qualifications, introduction, and company information.	Tab 2	25
Personnel	Personnel qualifications	Tab 3	30
Services/References	Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	Tabs 4 and 5	35
		Total	**100**

4.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with

the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

5. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: Executive Summary

Indicate which of the professional service(s) your firm intends to provide, an overview of how you plan to provide your service(s) based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience
g. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
h. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

TAB 3: Key Personnel

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organization and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including:
    a. The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work.
    a. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 4: Service (Include similar projects)

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 5: References

1. Provide a minimum of three (3) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:

a. Name of reference organization
b. Contact person
c. Phone number
d. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 6: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – E=Verify Affidavit
Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 5, page 23

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ 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 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 employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Proposer's Signature

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2023.

_____
Notary Public

My Commission expires: (Seal)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Miscellaneous Professional Continuing Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2024-005
MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

November 1, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024- 005

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposer for clarification of the proposal specifications:

1. QUESTION: The scope mentions environmental testing services. Please clarify the types of environmental testing projects anticipated for this contract.

ANSWER: **No specific environmental testing projects have been identified at this time. We anticipate the type of assignments that may be required during the duration of this contract may include but are not limited to:**

- **Phase I Environmental Site Assessments**
- **Phase II/III Environmental Investigations**
- **Site Characterization/Soil and Groundwater Studies and Remediation**
- **Risk Assessments**
- **Brownfield Investigations and Redevelopment**
- **Asbestos Testing, Abatement Design, and Abatement Management**
- **Mold Assessments**
- **Lead-Based Paint Testing and Consulting**
- **Hazardous materials handling, treatment and/or disposal**

2. QUESTION: We understand - per item 3. Minimum Qualifications on page 20 - “it is the city’s intent to select multiple consultants...based solely on qualifications of lead consultants”. However, Tab 3 - Key Personnel (2a) asks for identification of all subconsultants authorized to be used, as well as a brief narrative. If subconsultants should not be included for this specific response, are proposers required to respond to Tab 3 (item 2a)?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals.**

3. **QUESTION:** In Tab 2 – Qualifications, " experience" is noted twice, in both items f. and g. Please clarify what should be submitted for item f. Experience, as there is no further details for this item.

ANSWER: **Item F is a duplication of Item G made in error. The required information for Tab 2: Qualifications is as follows:**

i. **Company Information.**
ii. **A brief company history.**
iii. **Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.**
iv. **Number of years your organization has been in business under its present business name.**
v. **Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.**
vi. **Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.**
vii. **Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.**

4. **QUESTON:** Page 13 (items 6-8) of the RFQ indicates respondents are to Submit sample certificates of insurance, business tax receipts/occupational licenses, and W-9 forms with proposal submissions. Please clarify which tab(s) should be used to submit this data in the response.

ANSWER: **Please include sample certificates, insurance, business tax receipts and W-9s, etc. In Tab #6: Required Forms.**

5. **QUESTON:** For the W-9 requirement (item 8 on page 13) please confirm if firms may submit W-9s already completed, or if we are required to use/submit the city's form.

ANSWER: **Already completed W-9s are acceptable.**

6. **QUESTON:** We understand respondents are to complete and return the City of Fort Pierce's Checklist (final page of RFQ) with submissions. Please clarify if it should be included with required forms in Tab 6, or elsewhere in the response.

ANSWER: **Please include it in Tab 6: Required Forms.**

7. QUESTION: SUBCONSULTANTS
Section IV, Minimum Qualifications (2) - (see screenshot of relevant language, below) This section indicates the firm should submit only in their area of expertise and not assemble a multi-functional team with sub-consultants. Section V, Tab 3 Key Personnel – (see screenshot of relevant language, below). This subsection requests identification of all sub-consultants and sub-contractors. Can you please clarify what the City is requesting related to sub-consultants and sub-contractors?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V, Instructions for Preparing Proposals.**

8. QUESTION: Professional firms qualified to provide design and consulting services Section IV, (2) General Information. This section list six (6) specific areas of professional services with subtypes for indicates that the following specialties " may include".

- Is it appropriate to list expertise in Urban Planning outside those listed as sub-categories?
- We are unsure how the City defines certain services, including:
- Technical Design Investigations
- Mixed Use Project Development (design and implementation): Does the City seek planners to oversee project teams to design and entitle City projects?
- Small Area Studies
- Project Design Oversight: Is this similar to "Mixed Use Project Development (Design and Implementation)"?

Can you please assist in clarifying the City's needs on these specific items so we can appropriately respond with our relevant experience?

ANSWER: **The scope of the professional services to be provided under this Contract will vary based on the specific needs of the City that arise over the duration of the Contract. It**

is anticipated that the Consultant will be available to provide such services, as required, to various City departments. The Consultant will take assignments on a project-by-project basis pursuant to the terms of this Contract. It is stipulated in the solicitation that the Consultant is not guaranteed work assignments under the Contract.
The bulleted list of potential assignments is given as a blanket overview of potential projects that may be needed. We suggest that responders provide their experience in Urban Planning to address their areas of expertise, not limited to the list of "sub-categories" of potential assignments.

For clarification, we anticipate the type of Urban Planning assignments that may be needed during the duration of this contract may include (but not limited to):

- **Planning and design services for projects identified in the Downtown Master Plan.**
- **Neighborhood Identification and Placemaking Projects throughout the City/Fort Pierce Redevelopment Agency.**
- **Streetscaping, Parks and Open Space Planning and Design.**
- **City/FPRA-owned Property Planning (possibly mixed-use).**
- **Comprehensive Policy Planning and Review.**

9. QUESTION: Evaluation Criteria (Selection V) We notice that the evaluation criteria does not include Local Preference or Minority/Woman-Owned Business Preference. Is this accurate? If so, why has the City changed its policy regarding Local Preference?

ANSWER: **This is accurate. The evaluation criteria used to evaluate solicitations are at the discretion of the Department requesting the services. Local Preference was formerly utilized under Special Terms and Conditions in competitive seal bid documents and Request for Proposal, not purchases for professional services subject to Florida Statue 287.055, the Consultant Competitive Negotiation Act, such as this Request Qualifications.**

10. QUESTION: Section I, General Conditions, sub (18)

Minority/Woman Owned Business Enterprise (MWBE) states: "An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance." Is there any support or benefit in ranking for being an MWBE in this RFQ?

ANSWER: **There is no specific ranking for MWBE in this RFQ.**

11. QUESTION: The highlighted bullets under Tab 1 were mentioned on #'d Page 13 but not listed in the Instructions for Preparing Proposals on #'d page 23. Are they required for this submittal?

ANSWER:

- Minority Outreach Plan – history of participation, strategy for promoting participation, realistic goals for participation, reference contact information for clients who can speak to your previous experience. – **disregard this item**
- Insurance - **Include proof of Insurance under Tab #6**
- Corporate Charter – **Include under Tab #2**
- Tax Receipt – **Include under Tab #6**

12. QUESTION: It appears that the RFQ allows for either delivery of a hard copy + a PDF to the City or a digital copy uploaded to Demandstar on the due date. Is this accurate?

ANSWER: **Yes. To clarify as stated on page 15 of the document, there are two options for electronic submissions, upload to DemandStar OR forward pdf format to the Purchasing Division email address.**

13. QUESTION: Section IV, item 3 MINIMUM QUALIFICATIONS, states that "submittals should contain no subconsultants". However, on Section V, Tab 3 KEY PERSONNEL, it states to "identify all sub-consultants and sub-contractors authorized to be used for the work". Additionally, Tab 3 is asking for the sub-consultant's experience, education, certifications, etc. Can you please clarify whether or not we need to submit sub-consultants?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals**

14. QUESTION: Section V, on Tab 3 KEY PERSONNEL, it states "For the key

individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance…" However, this solicitation, based on the scope of work stated on page 19, is for architectural and engineering services. Can you please confirm that we need to submit architects/engineers as our key personnel instead of marketing, consulting, after-sales services?

ANSWER: **Please provide the requested information for any key individuals on your team who will be providing services to the City of Fort Pierce. The examples given are just listed to reference the types of personnel the City might interact with.**

15. QUESTION: Can we exclusively submit for the Urban Planning discipline, or does the City expect firms to address all the disciplines specified from a to on page 19 of the RFQ?

ANSWER: **Firms may exclusively submit for any of the disciplines specified.**

16. QUESTION: Page 3 lists different types of services for licenses professional consultants. Is the City open to other types of licensed professional consultants submitting proposals to become prequalified?

IM Solutions is a full-service technology and communications integration firm specializing in Audiovisual, IT and Unified Communications system professional design, installation, and service. We are a woman-owned small business and have been in business since 2002.

ANSWER: **The City of Fort Pierce is not seeking IT consultants as part of this solicitation. However, you can subscribe to receive updates on other bid opportunities to be notified when an opportunity may arise:** Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

November 9, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024-005

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** Professional liability - We have the standard 3-Million-dollar coverage. However, we also have a 2-million-dollar umbrella policy. Will this be acceptable?

ANSWER: **Yes, this will be acceptable**

2. **QUESTION:** Watercraft Insurance – We are applying for Architectural service and do not believe we will be affected by this. Is it acceptable as the architect, not to have this coverage?

ANSWER: **Yes, this will be acceptable**

3. **QUESTION:** Cyber Insurance – We have never been asked for this and therefore do not have this coverage. Is this required for architectural services?

ANSWER: **We can forgo the Cyber Insurance**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

City Commission Regular Meeting - 5:05 pm **11. i.**

Meeting Date: 09/16/2024

Re: Continuing Contract for Professional Services - Cape Design Engineering

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

SUBJECT:

Approval of Continuing Contract for Professional Engineering Services to Cape Design Engineering of Melbourne, FL pursuant to RFQ No. 2024-005.

SUMMARY:

During the City Commission meeting on February 20, 2024, RFQ No. 2024-005 was awarded to multiple firms, designating them as the City's Miscellaneous Professional Continuing Services providers. These firms, which are licensed professional consultants, will deliver services in the fields of Architecture, Environmental Services, Engineering, Hydrogeology, Landscape Architecture, and Urban Planning.

Operating under the regulations established in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA), these firms will provide advisory services, technical investigations, analyses, designs, and other professional services to support various city departments. The initial term of the contract is one (1) year, with the possibility of three (3) additional one-year renewals.

RECOMMENDATION:

Approval of Continuing Contract for Professional Engineering Services to Cape Design Engineering.

ALTERNATIVES:

Amend or deny Continuing Contract for Professional Services

RESPONSIBLE STAFF:

Gelencia Carter, Purchasing Manager
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Attorney
City Clerk/Acting City Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

FISCAL IMPACT:

There is no fiscal impact associated with this continuing contract at this time. Subsequent project agreements will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Continuing Contract - Cape Design Engineering

RLS Memo

Notification of Award

RFQ Document

Form Review

Inbox	Reviewed By	Date
City Manager	Shyanne Harnage	09/04/2024 06:02 PM
City Manager	Linda Cox	09/06/2024 12:18 PM
Finance Department	Johnna Morris	09/11/2024 11:47 AM
City Manager	Linda Cox	09/11/2024 01:23 PM

Form Started By: Shyanne Harnage Started On: 09/04/2024 05:54 PM

Final Approval Date: 09/11/2024

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as “Agreement” or "Contract") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **Cape Design Engineering, Inc.**, whose principal address is **2725 Center Place, Melbourne, FL 32940** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; 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.

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 Agreement is to provide professional services within the scope of practice of **professional engineering** (hereinafter “professional services”).

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant’s trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC 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-assignment basis through the execution of a Specific Authorization. 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 professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

D. 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 Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific 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 Specific 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 Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

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.

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 a 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 this Agreement.

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

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 Agreement, 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 of any portion of this Agreement 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 Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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 and specifically:

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

2. 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 as provided by law.

3. 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@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 Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, 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. 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 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. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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 race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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

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

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
CAPE DESIGN ENGINEERING INC.
2725 Center Place
Melbourne, FL 32940

With a Copy to:
City Attorney
City Attorney's Office

100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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.

34. WAIVER

No waiver by the City of any provision of this Agreement 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.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal

action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

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 Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: _____

Title: _____

Today's Date: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHYANNE HARNAGE, CRA ADMINISTRATOR
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CONTINUING CONTRACTS FOR PROFESSIONAL SERVICES PURSUANT TO RFP 2024-005
CAO RLS FILE:	24-347 MBV ENGINEERING, INC. -PROFESSIONAL ENGINEERING (AMENDED) 24-348 DON BERGMAN ARCHITECTURE, LLC-ARCHITECTURE (AMENDED) 24-349 & 364 ARCHITECTS DESIGN COLLABORATIVE, LLC -ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND URBAN PLANNING (AMENDED) 24-350 & 351 EXP U.S. SERVICES, INC.-ARCHITECTURE AND PROFESSIONAL ENGINEERING (AMENDED) 24-352 GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING-PROFESSIONAL ENGINEERING 24-353 ROYAL CONSULTING SERVICES, INC.- PROFESSIONAL ENGINEERING 24-354 CAPE DESIGN ENGINEERING, INC. -PROFESSIONAL ENGINEERING 24-355 SGM ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-356 TLC ENGINEERING SOLUTIONS, INC. -PROFESSIONAL ENGINEERING 24-358 & 363 COTLEUR & HEARING, INC.-ARCHITECTURE AND URBAN PLANNING (AMENDED) 24-359 BCER ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-360 & 362 ZYSCOVICH – ARCHITECTURE AND URBAN PLANNING 24-367 INSPIRE PLACEMAKING COLLABORATIVE – LANDSCAPE ARCHITECTURE
RELATED RLS	24-238 – TEMPLATE 24-315 – REJECTING CHANGES BY ZYSCOVICH AND INSPIRE
DATE:	SEPTEMBER 10, 2024

These Requests for Legal Services (RLS) ask the City Attorney's Office to review and approve Continuing Contracts for Professional Services pursuant to RFP 2024-005.

Nine of these agreements were on the Consent Agenda for the July 15, 2024 City Commission meeting, however, only five were actually signed. Those five are listed above as "Amended" and contain special language acknowledging the procedural history.

This Office has combined agreements and made appropriate changes to the language of the agreements so that each vendor will have only one agreement for all professional services. Additional changes were also made which you can review in the uploaded redline versions.

With the suggested changes, the Agreements are approved as to form and correctness. For your convenience, I uploaded "changes accepted" versions of each agreement.

You advised that two vendors (Zyscovich and Inspire) asked for changes to the standard terms contained in the City's Agreement. The vendors' requested changes were previously addressed **and rejected** by the City Attorney in RLS 24-315 (attached). As such, I have rejected all of the vendors' changes.

Zyscovich has proposed language requiring mediation and arbitration for disputes. This Office has made several changes to the Standard Agreement including changing the Dispute Resolution procedures set forth in Paragraph 38 to require mediation. The changes already made by this Office may address Zyscovich's concerns.

/ahd

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTINUING CONTRACT FOR PROFESSIONAL SERVICES - REQUESTED CHANGES TO CONTRACT

CAO RLS FILE: RLS 24-315

DATE: AUGUST 23, 2024

I have reviewed the above Request for Legal Services (RLS) related to the requests from Zyscovish, LLC and Inspire Placemaking Collective, Inc (Vendors) to change the standard terms of our Continuing Services Contract language. As an initial and general observation for all contracts, I do not recommend changing standard terms to contracts that the City requires others to follow. In this instance, specifically, this RFQ was awarded to numerous other Vendors, all of whom, except these two, have agreed to the City's standard language.

I will point out, the Agreements prepared for these two companies did not utilize the approved template from RLS 24-238. These Agreements should be prepared using that template and submitted for review as to form and correctness prior to being provided to the Vendors for signature. As it relates to the requests to change terms, I have compared the language to the Template in RLS 24-238, and it is the same. Therefore, I am able to address each requested change at this time. Each Vendor's requests are addressed below.

Zyscovish, LLC

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) Professional Liability) language: The Risk Manager has uploaded a Memorandum to Agenda Quick for your review regarding this request. The request to change the maximum deductible or self-insured retention from $10,000 to $100,000 per claim/occurrence is not recommended, please see Risk Manager's Memorandum. All other Vendors have been required to agree to this language and amount.

3. Paragraph 13 (Indemnification) language: The Vendor has requested "when recoverable by law" be added to the recoverable costs. While I would not recommend that language be used, I do believe "unless prohibited by law," would be acceptable. Again, I will reiterate that it is ill-advised to change standard language that others have been required to agree to.

4. Paragraph 21 (Attorneys' Fees and Costs) language: The Vendor has requested removal of the prevailing party language. While this language is not legally required to be in the Agreement, this is the language you elected to include in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

5. Paragraph 38 (Dispute Resolution) language: The Vendor has proposed language requiring mediation and arbitration for disputes. The language they have proposed is legally permissible. The language as you drafted, however, has been included in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

Inspire Placemaking Collective, Inc

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) (Professional Liability): The City requires Professional Liability coverage for a contract providing for this type of service. The Risk Manager has prepared a Memorandum, which has been uploaded to Agenda Quick. Mr. Rios points out the minimum acceptable Professional Liability coverage is $2,000,000. Again, all other Vendors (excepting these two) have agreed to the $3,000,000 as originally included. For fairness and consistency, it is not recommended that this term be changed, even though it legally can be changed. I will also point out, I did review the RFQ, and the Required Limits of Insurance stated $3,000,000 was required for Professional Liability coverage.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

March 1, 2024

RE: Notification of Award
RFQ No. 2024-005 ~ Miscellaneous Professional Continuing Services

To Whom It May Concern:

The City of Fort Pierce Commission met in regular session, Tuesday, February 20, 2024, and approved the following firms as the City's Miscellaneous Professional Continuing Services providers:

Professional Service	Firms
Architectural Services	Architects Design Collaborative, LLC
	Don Bergman Architecture LLC
	EXP u.s. Services, INC
	Zyscovich, LLC
Environmental Services	EXP U.S. Services, Inc
	GFA International, Inc dba Universal Engineering Sciences
	Royal Consulting Services, Inc
Facilities Engineering – MEP Services	BCER Engineering, Inc
	Cape Design Engineering Co.
	SGM Engineering, Inc
	TLC Engineering Solutions, Inc
Facilities Engineering – Structural	Cape Design Engineering Co.
	MBV Engineering, Inc
	TLC Engineering Solutions, Inc
Hydrogeological Services	EXP U.S. Services, Inc
	Royal Consulting Services, Inc
Landscape Architectural Services	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Inspire Placemaking Collective, Inc
Urban Planning	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Zyscovich, LLC

To view the agenda item, supporting documentation and the evaluation matrix, click on the link below: https://destinyhosted.com/agenda_publish.cfm?id=36787&mt=ALL&vl=true&get_month=2&get_year=2024&dsp=ag&seq=3760. See item number 11e.

We appreciate your interest in doing business with the City of Fort Pierce and certainly hope you will still have continued interest in future projects.

Sincerely,

Monica Gonzales

Monica Gonzales
Purchasing Specialist

/gm

cc: Audria Moore-Wells, Special Projects Coordinator
Shyanne Harnage, Economic Development Manager
Johnna Morris, MBA, CGFP, CPPT Director of Finance

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFQ No: 2024-005**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, TUESDAY, NOVEMBER 14, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized

agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing

Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of

persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board 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 Proposer. Further, if such claim is made, or is pending, the Proposer 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 Proposer and receive reimbursement. If the Proposer used any design, device, or materials

covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly

executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

Vendor 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 their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Vendor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor 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 Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor 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 Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors 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 sub-Contractor's work.

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, 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 Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, 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 the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

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 the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, 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 Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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, 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 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:

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

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover Vendor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the 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 minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$3,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the Vendor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability 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 minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

The insurance provided by Vendor 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 Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be

in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

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

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

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

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

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) day's notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

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
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Tuesday, November 14, 2023**.

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO	**COPY TO**
Shyanne Harnage	**LaTonya Hubbard**
Economic Development Manager	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3780	Fax: 772-467-3848
Email: sharnage@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than, **5:00PM, Thursday, November 2, 2023.**

4. TERM OF CONTRACT

The Vendors selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

15.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.

15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

15.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. SUMMARY

The City of Fort Pierce, Florida, is requesting submittals from qualified individuals/firms for Miscellaneous Professional Continuing Services for the purpose of selecting a provider to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Fort Pierce, Florida, in conformance with proposal document, which include technical specifications and/or a scope of work. Those individuals/firms interested in being considered for this RFQ are instructed to submit their submittal on the forms provided, pertinent to this project prior to 3:00 pm, Tuesday, November 14, 2023.

2. GENERAL INFORMATION

The City of Fort Pierce, located in St. Lucie County Florida is soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in the following areas to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. The City of Fort Pierce desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA:

a. Architectural Services
b. Environmental Testing Services
c. Facilities Engineering Services
    i. Mechanical, Electrical, and Plumbing (MEP) Engineering
    ii. Structural Engineering
d. Hydrogeological Services
e. Landscape Architectural Services
f. Urban Planning (may include):
    - Professional urban planning
    - Mixed Use Project Development (design and implementation)
    - Technical Design Investigations
    - Urban Infill Site Planning
    - Urban Design
    - Parks/Open Space/Streetscape Planning, Design and Analysis
    - Historic Preservation Planning and Desire
    - Small Area Studies/Economic Analysis
    - Project Design Oversight

- Neighborhood Identification and Placemaking

The City intends to enter into contracts for continuing services in each service area listed above, with the respondent(s) who submit qualifications as determined by the City to be most advantageous to the City. The City anticipates awarding up to three (3) contracts in each service area to the respondent(s) chosen but reserves the right to award in any fashion it decides, in its sole determination, is in the best interest of the City. All contracts awarded under this RFQ shall be "continuing contracts" as defined in Florida Statutes 287.055(2)(g) and shall be subject to the limitations and restrictions described therein. All contracts shall be awarded for an initial period of one year. The City may, at its sole discretion, extend the contract for additional one (1) year periods to a maximum of three (3) years, or may elect to re-advertise. The selected individuals or firms should be able to demonstrate exceptional experience in dealing with municipal public projects, specifically in urbanized areas, and all aspects of miscellaneous professional services in the designated area of expertise.

The scope of the professional services under each of these services will vary based on the specific needs of the City that arise over the duration of the contract. It is anticipated that the selected consultant(s) in each service area will be available to provide such services, as required, to all City departments. The selected firm(s) will take assignments on a project-by-project basis pursuant to the terms of a written agreement with the City. The City intends for each continuing services agreement to stipulate that no firm is guaranteed work assignments under the contract. Work assignments will be negotiated with the firm deemed by the City to be most qualified from the list of available firms to perform the specific task associated with each work order. Individual work orders will be negotiated as City's needs arise.

3. MINIMUM QUALIFICATIONS

Interested firms must be experienced in providing consulting services in the service areas of the nature described herein. While the use of sub-consultants may ultimately be required for completion of a specific assignment, it is the City's intent to select multiple consultants in each service area based solely on the qualifications of the lead consultant. To that end, submittals should contain no subconsultants. Any information submitted related to sub-consultants will not be considered. To be considered for selection in any or all of the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, St. Lucie County, and City of Fort Pierce codes, regulations, and laws. Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.

4. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or

more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

4.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation.	Tab 1	10
Qualifications of Company	Includes company qualifications, introduction, and company information.	Tab 2	25
Personnel	Personnel qualifications	Tab 3	30
Services/References	Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	Tabs 4 and 5	35
		Total	**100**

4.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with

the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

5. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: Executive Summary

Indicate which of the professional service(s) your firm intends to provide, an overview of how you plan to provide your service(s) based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience
g. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
h. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

TAB 3: Key Personnel

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organization and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including:
    a. The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work.
    a. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 4: Service (Include similar projects)

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 5: References

1. Provide a minimum of three (3) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:

a. Name of reference organization
b. Contact person
c. Phone number
d. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 6: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – E=Verify Affidavit
Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 5, page 23

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ 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 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 employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Proposer's Signature

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2023.

_____
Notary Public

My Commission expires: (Seal)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Miscellaneous Professional Continuing Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2024-005
MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

November 1, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024- 005

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposer for clarification of the proposal specifications:

1. QUESTION: The scope mentions environmental testing services. Please clarify the types of environmental testing projects anticipated for this contract.

ANSWER: **No specific environmental testing projects have been identified at this time. We anticipate the type of assignments that may be required during the duration of this contract may include but are not limited to:**

- **Phase I Environmental Site Assessments**
- **Phase II/III Environmental Investigations**
- **Site Characterization/Soil and Groundwater Studies and Remediation**
- **Risk Assessments**
- **Brownfield Investigations and Redevelopment**
- **Asbestos Testing, Abatement Design, and Abatement Management**
- **Mold Assessments**
- **Lead-Based Paint Testing and Consulting**
- **Hazardous materials handling, treatment and/or disposal**

2. QUESTION: We understand - per item 3. Minimum Qualifications on page 20 - “it is the city’s intent to select multiple consultants...based solely on qualifications of lead consultants”. However, Tab 3 - Key Personnel (2a) asks for identification of all subconsultants authorized to be used, as well as a brief narrative. If subconsultants should not be included for this specific response, are proposers required to respond to Tab 3 (item 2a)?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals.**

3. **QUESTION:** In Tab 2 – Qualifications, " experience" is noted twice, in both items f. and g. Please clarify what should be submitted for item f. Experience, as there is no further details for this item.

ANSWER: **Item F is a duplication of Item G made in error. The required information for Tab 2: Qualifications is as follows:**

i. **Company Information.**
ii. **A brief company history.**
iii. **Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.**
iv. **Number of years your organization has been in business under its present business name.**
v. **Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.**
vi. **Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.**
vii. **Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.**

4. **QUESTON:** Page 13 (items 6-8) of the RFQ indicates respondents are to Submit sample certificates of insurance, business tax receipts/occupational licenses, and W-9 forms with proposal submissions. Please clarify which tab(s) should be used to submit this data in the response.

ANSWER: **Please include sample certificates, insurance, business tax receipts and W-9s, etc. In Tab #6: Required Forms.**

5. **QUESTON:** For the W-9 requirement (item 8 on page 13) please confirm if firms may submit W-9s already completed, or if we are required to use/submit the city's form.

ANSWER: **Already completed W-9s are acceptable.**

6. **QUESTON:** We understand respondents are to complete and return the City of Fort Pierce's Checklist (final page of RFQ) with submissions. Please clarify if it should be included with required forms in Tab 6, or elsewhere in the response.

ANSWER: **Please include it in Tab 6: Required Forms.**

7. QUESTION: SUBCONSULTANTS
Section IV, Minimum Qualifications (2) - (see screenshot of relevant language, below) This section indicates the firm should submit only in their area of expertise and not assemble a multi-functional team with sub-consultants. Section V, Tab 3 Key Personnel – (see screenshot of relevant language, below). This subsection requests identification of all sub-consultants and sub-contractors. Can you please clarify what the City is requesting related to sub-consultants and sub-contractors?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V, Instructions for Preparing Proposals.**

8. QUESTION: Professional firms qualified to provide design and consulting services Section IV, (2) General Information. This section list six (6) specific areas of professional services with subtypes for indicates that the following specialties " may include".

- Is it appropriate to list expertise in Urban Planning outside those listed as sub-categories?
- We are unsure how the City defines certain services, including:
- Technical Design Investigations
- Mixed Use Project Development (design and implementation): Does the City seek planners to oversee project teams to design and entitle City projects?
- Small Area Studies
- Project Design Oversight: Is this similar to "Mixed Use Project Development (Design and Implementation)"?

Can you please assist in clarifying the City's needs on these specific items so we can appropriately respond with our relevant experience?

ANSWER: **The scope of the professional services to be provided under this Contract will vary based on the specific needs of the City that arise over the duration of the Contract. It**

is anticipated that the Consultant will be available to provide such services, as required, to various City departments. The Consultant will take assignments on a project-by-project basis pursuant to the terms of this Contract. It is stipulated in the solicitation that the Consultant is not guaranteed work assignments under the Contract.
The bulleted list of potential assignments is given as a blanket overview of potential projects that may be needed. We suggest that responders provide their experience in Urban Planning to address their areas of expertise, not limited to the list of "sub-categories" of potential assignments.

For clarification, we anticipate the type of Urban Planning assignments that may be needed during the duration of this contract may include (but not limited to):

- **Planning and design services for projects identified in the Downtown Master Plan.**
- **Neighborhood Identification and Placemaking Projects throughout the City/Fort Pierce Redevelopment Agency.**
- **Streetscaping, Parks and Open Space Planning and Design.**
- **City/FPRA-owned Property Planning (possibly mixed-use).**
- **Comprehensive Policy Planning and Review.**

9. QUESTION: Evaluation Criteria (Selection V) We notice that the evaluation criteria does not include Local Preference or Minority/Woman-Owned Business Preference. Is this accurate? If so, why has the City changed its policy regarding Local Preference?

ANSWER: **This is accurate. The evaluation criteria used to evaluate solicitations are at the discretion of the Department requesting the services. Local Preference was formerly utilized under Special Terms and Conditions in competitive seal bid documents and Request for Proposal, not purchases for professional services subject to Florida Statue 287.055, the Consultant Competitive Negotiation Act, such as this Request Qualifications.**

10. QUESTION: Section I, General Conditions, sub (18)

Minority/Woman Owned Business Enterprise (MWBE) states: "An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance." Is there any support or benefit in ranking for being an MWBE in this RFQ?

ANSWER: **There is no specific ranking for MWBE in this RFQ.**

11. QUESTION: The highlighted bullets under Tab 1 were mentioned on #'d Page 13 but not listed in the Instructions for Preparing Proposals on #'d page 23. Are they required for this submittal?

ANSWER:

- Minority Outreach Plan – history of participation, strategy for promoting participation, realistic goals for participation, reference contact information for clients who can speak to your previous experience. – **disregard this item**
- Insurance - **Include proof of Insurance under Tab #6**
- Corporate Charter – **Include under Tab #2**
- Tax Receipt – **Include under Tab #6**

12. QUESTION: It appears that the RFQ allows for either delivery of a hard copy + a PDF to the City or a digital copy uploaded to Demandstar on the due date. Is this accurate?

ANSWER: **Yes. To clarify as stated on page 15 of the document, there are two options for electronic submissions, upload to DemandStar OR forward pdf format to the Purchasing Division email address.**

13. QUESTION: Section IV, item 3 MINIMUM QUALIFICATIONS, states that "submittals should contain no subconsultants". However, on Section V, Tab 3 KEY PERSONNEL, it states to "identify all sub-consultants and sub-contractors authorized to be used for the work". Additionally, Tab 3 is asking for the sub-consultant's experience, education, certifications, etc. Can you please clarify whether or not we need to submit sub-consultants?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals**

14. QUESTION: Section V, on Tab 3 KEY PERSONNEL, it states "For the key

individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance…" However, this solicitation, based on the scope of work stated on page 19, is for architectural and engineering services. Can you please confirm that we need to submit architects/engineers as our key personnel instead of marketing, consulting, after-sales services?

ANSWER: **Please provide the requested information for any key individuals on your team who will be providing services to the City of Fort Pierce. The examples given are just listed to reference the types of personnel the City might interact with.**

15. QUESTION: Can we exclusively submit for the Urban Planning discipline, or does the City expect firms to address all the disciplines specified from a to on page 19 of the RFQ?

ANSWER: **Firms may exclusively submit for any of the disciplines specified.**

16. QUESTION: Page 3 lists different types of services for licenses professional consultants. Is the City open to other types of licensed professional consultants submitting proposals to become prequalified?

IM Solutions is a full-service technology and communications integration firm specializing in Audiovisual, IT and Unified Communications system professional design, installation, and service. We are a woman-owned small business and have been in business since 2002.

ANSWER: **The City of Fort Pierce is not seeking IT consultants as part of this solicitation. However, you can subscribe to receive updates on other bid opportunities to be notified when an opportunity may arise:** Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

November 9, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024-005

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** Professional liability - We have the standard 3-Million-dollar coverage. However, we also have a 2-million-dollar umbrella policy. Will this be acceptable?

ANSWER: **Yes, this will be acceptable**

2. **QUESTION:** Watercraft Insurance – We are applying for Architectural service and do not believe we will be affected by this. Is it acceptable as the architect, not to have this coverage?

ANSWER: **Yes, this will be acceptable**

3. **QUESTION:** Cyber Insurance – We have never been asked for this and therefore do not have this coverage. Is this required for architectural services?

ANSWER: **We can forgo the Cyber Insurance**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

City Commission Regular Meeting - 5:05 pm **11. j.**

Meeting Date: 09/16/2024

Re: Continuing Contract for Professional Services - BCER

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

---

SUBJECT:

Approval of Continuing Contract for Professional Engineering Services to BCER Engineering, Inc. of Melbourne, FL pursuant to RFQ No. 2024-005.

SUMMARY:

During the City Commission meeting on February 20, 2024, RFQ No. 2024-005 was awarded to multiple firms, designating them as the City's Miscellaneous Professional Continuing Services providers. These firms, which are licensed professional consultants, will deliver services in the fields of Architecture, Environmental Services, Engineering, Hydrogeology, Landscape Architecture, and Urban Planning.

Operating under the regulations established in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA), these firms will provide advisory services, technical investigations, analyses, designs, and other professional services to support various city departments. The initial term of the contract is one (1) year, with the possibility of three (3) additional one-year renewals.

RECOMMENDATION:

Approval of Continuing Contract for Professional Engineering Services to BCER Engineering, Inc.

ALTERNATIVES:

Amend or deny Continuing Contract for Professional Services

RESPONSIBLE STAFF:

Gelencia Carter, Purchasing Manager
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Attorney
City Clerk/Acting City Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

FISCAL IMPACT:

There is no fiscal impact associated with this continuing contract at this time. Subsequent project agreements will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Continuing Contract - BCER

RLS Memo

Notification of Award

RFQ

Form Review

Inbox	Reviewed By	Date
City Manager	Shyanne Harnage	09/04/2024 06:02 PM
City Manager	Linda Cox	09/06/2024 12:17 PM
Finance Department	Johnna Morris	09/11/2024 11:47 AM
City Manager	Linda Cox	09/11/2024 01:23 PM

Form Started By: Shyanne Harnage Started On: 09/04/2024 05:49 PM

Final Approval Date: 09/11/2024

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as “Agreement” or "Contract") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **BCER ENGINEERING, INC.**, whose principal address is **6555 N. Wickham Road, Suite 104, Melbourne, FL 32940** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; 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.

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 Agreement is to provide professional services within the scope of practice of **professional engineering** (hereinafter “professional services”).

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant’s trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC 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-assignment basis through the execution of a Specific Authorization. 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 professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

D. 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 Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific 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 Specific 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. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

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.

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 a 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 this Agreement.

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

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 Agreement, 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 of any portion of this Agreement 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 Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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 and specifically:

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

2. 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 as provided by law.

3. 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@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 Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, 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. 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

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. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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 race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
BCER ENGINEERING, INC.
6555 N. Wickham Road,
Suite 104
Melbourne, FL 32940

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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.

34. WAIVER

No waiver by the City of any provision of this Agreement 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.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

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 Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: _____

Title: _____

Today's Date: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHYANNE HARNAGE, CRA ADMINISTRATOR
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CONTINUING CONTRACTS FOR PROFESSIONAL SERVICES PURSUANT TO RFP 2024-005
CAO RLS FILE:	24-347 MBV ENGINEERING, INC. -PROFESSIONAL ENGINEERING (AMENDED) 24-348 DON BERGMAN ARCHITECTURE, LLC-ARCHITECTURE (AMENDED) 24-349 & 364 ARCHITECTS DESIGN COLLABORATIVE, LLC -ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND URBAN PLANNING (AMENDED) 24-350 & 351 EXP U.S. SERVICES, INC.-ARCHITECTURE AND PROFESSIONAL ENGINEERING (AMENDED) 24-352 GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING-PROFESSIONAL ENGINEERING 24-353 ROYAL CONSULTING SERVICES, INC.- PROFESSIONAL ENGINEERING 24-354 CAPE DESIGN ENGINEERING, INC. -PROFESSIONAL ENGINEERING 24-355 SGM ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-356 TLC ENGINEERING SOLUTIONS, INC. -PROFESSIONAL ENGINEERING 24-358 & 363 COTLEUR & HEARING, INC.-ARCHITECTURE AND URBAN PLANNING (AMENDED) 24-359 BCER ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-360 & 362 ZYSCOVICH – ARCHITECTURE AND URBAN PLANNING 24-367 INSPIRE PLACEMAKING COLLABORATIVE – LANDSCAPE ARCHITECTURE
RELATED RLS	24-238 – TEMPLATE 24-315 – REJECTING CHANGES BY ZYSCOVICH AND INSPIRE
DATE:	SEPTEMBER 10, 2024

These Requests for Legal Services (RLS) ask the City Attorney's Office to review and approve Continuing Contracts for Professional Services pursuant to RFP 2024-005.

Nine of these agreements were on the Consent Agenda for the July 15, 2024 City Commission meeting, however, only five were actually signed. Those five are listed above as "Amended" and contain special language acknowledging the procedural history.

This Office has combined agreements and made appropriate changes to the language of the agreements so that each vendor will have only one agreement for all professional services. Additional changes were also made which you can review in the uploaded redline versions.

With the suggested changes, the Agreements are approved as to form and correctness. For your convenience, I uploaded "changes accepted" versions of each agreement.

You advised that two vendors (Zyscovich and Inspire) asked for changes to the standard terms contained in the City's Agreement. The vendors' requested changes were previously addressed **and rejected** by the City Attorney in RLS 24-315 (attached). As such, I have rejected all of the vendors' changes.

Zyscovich has proposed language requiring mediation and arbitration for disputes. This Office has made several changes to the Standard Agreement including changing the Dispute Resolution procedures set forth in Paragraph 38 to require mediation. The changes already made by this Office may address Zyscovich's concerns.

/ahd

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTINUING CONTRACT FOR PROFESSIONAL SERVICES - REQUESTED CHANGES TO CONTRACT

CAO RLS FILE: RLS 24-315

DATE: AUGUST 23, 2024

I have reviewed the above Request for Legal Services (RLS) related to the requests from Zyscovish, LLC and Inspire Placemaking Collective, Inc (Vendors) to change the standard terms of our Continuing Services Contract language. As an initial and general observation for all contracts, I do not recommend changing standard terms to contracts that the City requires others to follow. In this instance, specifically, this RFQ was awarded to numerous other Vendors, all of whom, except these two, have agreed to the City's standard language.

I will point out, the Agreements prepared for these two companies did not utilize the approved template from RLS 24-238. These Agreements should be prepared using that template and submitted for review as to form and correctness prior to being provided to the Vendors for signature. As it relates to the requests to change terms, I have compared the language to the Template in RLS 24-238, and it is the same. Therefore, I am able to address each requested change at this time. Each Vendor's requests are addressed below.

Zyscovish, LLC

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) Professional Liability) language: The Risk Manager has uploaded a Memorandum to Agenda Quick for your review regarding this request. The request to change the maximum deductible or self-insured retention from $10,000 to $100,000 per claim/occurrence is not recommended, please see Risk Manager's Memorandum. All other Vendors have been required to agree to this language and amount.

3. Paragraph 13 (Indemnification) language: The Vendor has requested "when recoverable by law" be added to the recoverable costs. While I would not recommend that language be used, I do believe "unless prohibited by law," would be acceptable. Again, I will reiterate that it is ill-advised to change standard language that others have been required to agree to.

4. Paragraph 21 (Attorneys' Fees and Costs) language: The Vendor has requested removal of the prevailing party language. While this language is not legally required to be in the Agreement, this is the language you elected to include in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

5. Paragraph 38 (Dispute Resolution) language: The Vendor has proposed language requiring mediation and arbitration for disputes. The language they have proposed is legally permissible. The language as you drafted, however, has been included in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

Inspire Placemaking Collective, Inc

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) (Professional Liability): The City requires Professional Liability coverage for a contract providing for this type of service. The Risk Manager has prepared a Memorandum, which has been uploaded to Agenda Quick. Mr. Rios points out the minimum acceptable Professional Liability coverage is $2,000,000. Again, all other Vendors (excepting these two) have agreed to the $3,000,000 as originally included. For fairness and consistency, it is not recommended that this term be changed, even though it legally can be changed. I will also point out, I did review the RFQ, and the Required Limits of Insurance stated $3,000,000 was required for Professional Liability coverage.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

March 1, 2024

RE: Notification of Award
RFQ No. 2024-005 ~ Miscellaneous Professional Continuing Services

To Whom It May Concern:

The City of Fort Pierce Commission met in regular session, Tuesday, February 20, 2024, and approved the following firms as the City's Miscellaneous Professional Continuing Services providers:

Professional Service	Firms
Architectural Services	Architects Design Collaborative, LLC
	Don Bergman Architecture LLC
	EXP u.s. Services, INC
	Zyscovich, LLC
Environmental Services	EXP U.S. Services, Inc
	GFA International, Inc dba Universal Engineering Sciences
	Royal Consulting Services, Inc
Facilities Engineering – MEP Services	BCER Engineering, Inc
	Cape Design Engineering Co.
	SGM Engineering, Inc
	TLC Engineering Solutions, Inc
Facilities Engineering – Structural	Cape Design Engineering Co.
	MBV Engineering, Inc
	TLC Engineering Solutions, Inc
Hydrogeological Services	EXP U.S. Services, Inc
	Royal Consulting Services, Inc
Landscape Architectural Services	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Inspire Placemaking Collective, Inc
Urban Planning	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Zyscovich, LLC

To view the agenda item, supporting documentation and the evaluation matrix, click on the link below: https://destinyhosted.com/agenda_publish.cfm?id=36787&mt=ALL&vl=true&get_month=2&get_year=2024&dsp=ag&seq=3760. See item number 11e.

We appreciate your interest in doing business with the City of Fort Pierce and certainly hope you will still have continued interest in future projects.

Sincerely,

Monica Gonzales

Monica Gonzales
Purchasing Specialist

/gm

cc: Audria Moore-Wells, Special Projects Coordinator
Shyanne Harnage, Economic Development Manager
Johnna Morris, MBA, CGFP, CPPT Director of Finance

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFQ No: 2024-005**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, TUESDAY, NOVEMBER 14, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized

agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing

Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of

persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board 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 Proposer. Further, if such claim is made, or is pending, the Proposer 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 Proposer and receive reimbursement. If the Proposer used any design, device, or materials

covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly

executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

Vendor 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 their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Vendor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor 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 Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor 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 Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors 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 sub-Contractor's work.

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, 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 Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, 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 the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

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 the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, 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 Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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, 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 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:

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

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover Vendor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the 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 minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$3,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the Vendor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability 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 minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

The insurance provided by Vendor 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 Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be

in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

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

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

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

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

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) day's notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

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
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Tuesday, November 14, 2023**.

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO	**COPY TO**
Shyanne Harnage	**LaTonya Hubbard**
Economic Development Manager	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3780	Fax: 772-467-3848
Email: sharnage@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than, **5:00PM, Thursday, November 2, 2023.**

4. TERM OF CONTRACT

The Vendors selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

15.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.

15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

15.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. SUMMARY

The City of Fort Pierce, Florida, is requesting submittals from qualified individuals/firms for Miscellaneous Professional Continuing Services for the purpose of selecting a provider to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Fort Pierce, Florida, in conformance with proposal document, which include technical specifications and/or a scope of work. Those individuals/firms interested in being considered for this RFQ are instructed to submit their submittal on the forms provided, pertinent to this project prior to 3:00 pm, Tuesday, November 14, 2023.

2. GENERAL INFORMATION

The City of Fort Pierce, located in St. Lucie County Florida is soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in the following areas to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. The City of Fort Pierce desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA:

a. Architectural Services
b. Environmental Testing Services
c. Facilities Engineering Services
    i. Mechanical, Electrical, and Plumbing (MEP) Engineering
    ii. Structural Engineering
d. Hydrogeological Services
e. Landscape Architectural Services
f. Urban Planning (may include):
    - Professional urban planning
    - Mixed Use Project Development (design and implementation)
    - Technical Design Investigations
    - Urban Infill Site Planning
    - Urban Design
    - Parks/Open Space/Streetscape Planning, Design and Analysis
    - Historic Preservation Planning and Desire
    - Small Area Studies/Economic Analysis
    - Project Design Oversight

- Neighborhood Identification and Placemaking

The City intends to enter into contracts for continuing services in each service area listed above, with the respondent(s) who submit qualifications as determined by the City to be most advantageous to the City. The City anticipates awarding up to three (3) contracts in each service area to the respondent(s) chosen but reserves the right to award in any fashion it decides, in its sole determination, is in the best interest of the City. All contracts awarded under this RFQ shall be "continuing contracts" as defined in Florida Statutes 287.055(2)(g) and shall be subject to the limitations and restrictions described therein. All contracts shall be awarded for an initial period of one year. The City may, at its sole discretion, extend the contract for additional one (1) year periods to a maximum of three (3) years, or may elect to re-advertise. The selected individuals or firms should be able to demonstrate exceptional experience in dealing with municipal public projects, specifically in urbanized areas, and all aspects of miscellaneous professional services in the designated area of expertise.

The scope of the professional services under each of these services will vary based on the specific needs of the City that arise over the duration of the contract. It is anticipated that the selected consultant(s) in each service area will be available to provide such services, as required, to all City departments. The selected firm(s) will take assignments on a project-by-project basis pursuant to the terms of a written agreement with the City. The City intends for each continuing services agreement to stipulate that no firm is guaranteed work assignments under the contract. Work assignments will be negotiated with the firm deemed by the City to be most qualified from the list of available firms to perform the specific task associated with each work order. Individual work orders will be negotiated as City's needs arise.

3. MINIMUM QUALIFICATIONS

Interested firms must be experienced in providing consulting services in the service areas of the nature described herein. While the use of sub-consultants may ultimately be required for completion of a specific assignment, it is the City's intent to select multiple consultants in each service area based solely on the qualifications of the lead consultant. To that end, submittals should contain no subconsultants. Any information submitted related to sub-consultants will not be considered. To be considered for selection in any or all of the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, St. Lucie County, and City of Fort Pierce codes, regulations, and laws. Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.

4. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or

more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

4.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation.	Tab 1	10
Qualifications of Company	Includes company qualifications, introduction, and company information.	Tab 2	25
Personnel	Personnel qualifications	Tab 3	30
Services/References	Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	Tabs 4 and 5	35
		Total	**100**

4.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with

the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

5. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: Executive Summary

Indicate which of the professional service(s) your firm intends to provide, an overview of how you plan to provide your service(s) based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience
g. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
h. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

TAB 3: Key Personnel

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organization and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including:
    a. The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work.
    a. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 4: Service (Include similar projects)

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 5: References

1. Provide a minimum of three (3) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:

a. Name of reference organization
b. Contact person
c. Phone number
d. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 6: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – E=Verify Affidavit
Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 5, page 23

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ 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 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 employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Proposer's Signature

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2023.

_____
Notary Public

My Commission expires: (Seal)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Miscellaneous Professional Continuing Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2024-005
MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

November 1, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024- 005

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposer for clarification of the proposal specifications:

1. QUESTION: The scope mentions environmental testing services. Please clarify the types of environmental testing projects anticipated for this contract.

ANSWER: **No specific environmental testing projects have been identified at this time. We anticipate the type of assignments that may be required during the duration of this contract may include but are not limited to:**

- **Phase I Environmental Site Assessments**
- **Phase II/III Environmental Investigations**
- **Site Characterization/Soil and Groundwater Studies and Remediation**
- **Risk Assessments**
- **Brownfield Investigations and Redevelopment**
- **Asbestos Testing, Abatement Design, and Abatement Management**
- **Mold Assessments**
- **Lead-Based Paint Testing and Consulting**
- **Hazardous materials handling, treatment and/or disposal**

2. QUESTION: We understand - per item 3. Minimum Qualifications on page 20 - “it is the city’s intent to select multiple consultants...based solely on qualifications of lead consultants”. However, Tab 3 - Key Personnel (2a) asks for identification of all subconsultants authorized to be used, as well as a brief narrative. If subconsultants should not be included for this specific response, are proposers required to respond to Tab 3 (item 2a)?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals.**

3. **QUESTION:** In Tab 2 – Qualifications, " experience" is noted twice, in both items f. and g. Please clarify what should be submitted for item f. Experience, as there is no further details for this item.

ANSWER: **Item F is a duplication of Item G made in error. The required information for Tab 2: Qualifications is as follows:**

i. **Company Information.**
ii. **A brief company history.**
iii. **Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.**
iv. **Number of years your organization has been in business under its present business name.**
v. **Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.**
vi. **Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.**
vii. **Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.**

4. **QUESTON:** Page 13 (items 6-8) of the RFQ indicates respondents are to Submit sample certificates of insurance, business tax receipts/occupational licenses, and W-9 forms with proposal submissions. Please clarify which tab(s) should be used to submit this data in the response.

ANSWER: **Please include sample certificates, insurance, business tax receipts and W-9s, etc. In Tab #6: Required Forms.**

5. **QUESTON:** For the W-9 requirement (item 8 on page 13) please confirm if firms may submit W-9s already completed, or if we are required to use/submit the city's form.

ANSWER: **Already completed W-9s are acceptable.**

6. **QUESTON:** We understand respondents are to complete and return the City of Fort Pierce's Checklist (final page of RFQ) with submissions. Please clarify if it should be included with required forms in Tab 6, or elsewhere in the response.

ANSWER: **Please include it in Tab 6: Required Forms.**

7. QUESTION: SUBCONSULTANTS
Section IV, Minimum Qualifications (2) - (see screenshot of relevant language, below) This section indicates the firm should submit only in their area of expertise and not assemble a multi-functional team with sub-consultants. Section V, Tab 3 Key Personnel – (see screenshot of relevant language, below). This subsection requests identification of all sub-consultants and sub-contractors. Can you please clarify what the City is requesting related to sub-consultants and sub-contractors?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V, Instructions for Preparing Proposals.**

8. QUESTION: Professional firms qualified to provide design and consulting services Section IV, (2) General Information. This section list six (6) specific areas of professional services with subtypes for indicates that the following specialties " may include".

- Is it appropriate to list expertise in Urban Planning outside those listed as sub-categories?
- We are unsure how the City defines certain services, including:
- Technical Design Investigations
- Mixed Use Project Development (design and implementation): Does the City seek planners to oversee project teams to design and entitle City projects?
- Small Area Studies
- Project Design Oversight: Is this similar to "Mixed Use Project Development (Design and Implementation)"?

Can you please assist in clarifying the City's needs on these specific items so we can appropriately respond with our relevant experience?

ANSWER: **The scope of the professional services to be provided under this Contract will vary based on the specific needs of the City that arise over the duration of the Contract. It**

is anticipated that the Consultant will be available to provide such services, as required, to various City departments. The Consultant will take assignments on a project-by-project basis pursuant to the terms of this Contract. It is stipulated in the solicitation that the Consultant is not guaranteed work assignments under the Contract.
The bulleted list of potential assignments is given as a blanket overview of potential projects that may be needed. We suggest that responders provide their experience in Urban Planning to address their areas of expertise, not limited to the list of "sub-categories" of potential assignments.

For clarification, we anticipate the type of Urban Planning assignments that may be needed during the duration of this contract may include (but not limited to):

- **Planning and design services for projects identified in the Downtown Master Plan.**
- **Neighborhood Identification and Placemaking Projects throughout the City/Fort Pierce Redevelopment Agency.**
- **Streetscaping, Parks and Open Space Planning and Design.**
- **City/FPRA-owned Property Planning (possibly mixed-use).**
- **Comprehensive Policy Planning and Review.**

9. QUESTION: Evaluation Criteria (Selection V) We notice that the evaluation criteria does not include Local Preference or Minority/Woman-Owned Business Preference. Is this accurate? If so, why has the City changed its policy regarding Local Preference?

ANSWER: **This is accurate. The evaluation criteria used to evaluate solicitations are at the discretion of the Department requesting the services. Local Preference was formerly utilized under Special Terms and Conditions in competitive seal bid documents and Request for Proposal, not purchases for professional services subject to Florida Statue 287.055, the Consultant Competitive Negotiation Act, such as this Request Qualifications.**

10. QUESTION: Section I, General Conditions, sub (18)

Minority/Woman Owned Business Enterprise (MWBE) states: "An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance." Is there any support or benefit in ranking for being an MWBE in this RFQ?

ANSWER: **There is no specific ranking for MWBE in this RFQ.**

11. QUESTION: The highlighted bullets under Tab 1 were mentioned on #'d Page 13 but not listed in the Instructions for Preparing Proposals on #'d page 23. Are they required for this submittal?

ANSWER:

- Minority Outreach Plan – history of participation, strategy for promoting participation, realistic goals for participation, reference contact information for clients who can speak to your previous experience. – **disregard this item**
- Insurance - **Include proof of Insurance under Tab #6**
- Corporate Charter – **Include under Tab #2**
- Tax Receipt – **Include under Tab #6**

12. QUESTION: It appears that the RFQ allows for either delivery of a hard copy + a PDF to the City or a digital copy uploaded to Demandstar on the due date. Is this accurate?

ANSWER: **Yes. To clarify as stated on page 15 of the document, there are two options for electronic submissions, upload to DemandStar OR forward pdf format to the Purchasing Division email address.**

13. QUESTION: Section IV, item 3 MINIMUM QUALIFICATIONS, states that "submittals should contain no subconsultants". However, on Section V, Tab 3 KEY PERSONNEL, it states to "identify all sub-consultants and sub-contractors authorized to be used for the work". Additionally, Tab 3 is asking for the sub-consultant's experience, education, certifications, etc. Can you please clarify whether or not we need to submit sub-consultants?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals**

14. QUESTION: Section V, on Tab 3 KEY PERSONNEL, it states "For the key

individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance…" However, this solicitation, based on the scope of work stated on page 19, is for architectural and engineering services. Can you please confirm that we need to submit architects/engineers as our key personnel instead of marketing, consulting, after-sales services?

ANSWER: **Please provide the requested information for any key individuals on your team who will be providing services to the City of Fort Pierce. The examples given are just listed to reference the types of personnel the City might interact with.**

15. QUESTION: Can we exclusively submit for the Urban Planning discipline, or does the City expect firms to address all the disciplines specified from a to on page 19 of the RFQ?

ANSWER: **Firms may exclusively submit for any of the disciplines specified.**

16. QUESTION: Page 3 lists different types of services for licenses professional consultants. Is the City open to other types of licensed professional consultants submitting proposals to become prequalified?

IM Solutions is a full-service technology and communications integration firm specializing in Audiovisual, IT and Unified Communications system professional design, installation, and service. We are a woman-owned small business and have been in business since 2002.

ANSWER: **The City of Fort Pierce is not seeking IT consultants as part of this solicitation. However, you can subscribe to receive updates on other bid opportunities to be notified when an opportunity may arise:** Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

November 9, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024-005

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** Professional liability - We have the standard 3-Million-dollar coverage. However, we also have a 2-million-dollar umbrella policy. Will this be acceptable?

ANSWER: **Yes, this will be acceptable**

2. **QUESTION:** Watercraft Insurance – We are applying for Architectural service and do not believe we will be affected by this. Is it acceptable as the architect, not to have this coverage?

ANSWER: **Yes, this will be acceptable**

3. **QUESTION:** Cyber Insurance – We have never been asked for this and therefore do not have this coverage. Is this required for architectural services?

ANSWER: **We can forgo the Cyber Insurance**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

City Commission Regular Meeting - 5:05 pm **11. k.**

Meeting Date: 09/16/2024

Re: CDBG FY 23-24 Small Business Grant Agreement - Taco N Madrez LLC

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

SUBJECT:

Approval of a small business grant award to Taco N Madrez, LLC in the amount not to exceed $5000.00.

SUMMARY:

The Small Business Grant Application has been reviewed by the Communitywide Council (CWC) and recommended for approval by the Fort Pierce City Commission. The City Commissioners will make the final decision on the awarding of this small business grant. The Small Business Award recipient is required to attest and sign this contract outlining the terms, statutes, and regulations as it pertains to the use of CDBG funding.

RECOMMENDATION:

The City of Fort Pierce's Community Wide Council has recommended the approval of this Small Business grant.

ALTERNATIVES:

Approve or Decline and/or request additional information from the applicant.

RESPONSIBLE STAFF:

Johnna Morris, Donnella Clarke, and Grants Administration Division.

COORDINATED WITH:

Grants Administration under the supervision of the Finance Division.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023-2024

Account: 1039002584100

Amount: 5000

FISCAL IMPACT:

The Grants Division has confirmed the fiscal impact information provided by the City of Fort Pierce's Finance Department.

Attachments

CDBG FY 23-24 Small Business Grant Approval Letter - Taco N Madrez LLC

CDBG FY 23-24 Small Business Grant Agreement - Taco N Madrez LLC
CDBG FY 23-24 Small Business Grant Exhibit A - Taco N Madrez LLC
RLS 23-068 CAO Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/23/2024 02:10 PM
Finance Department	Johnna Morris	09/09/2024 11:10 AM
City Manager	Linda Cox	09/10/2024 01:02 PM
Finance Department	Johnna Morris	09/11/2024 01:09 PM
City Manager	Linda Cox	09/11/2024 01:23 PM
Form Started By: Donnella Clarke		Started On: 08/22/2024 11:33 AM
Final Approval Date: 09/11/2024		

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

May 29, 2024

Taco N Madrez LLC
Laura Tapia
704 Holly Ave
Fort Pierce, FL 34982

RE: Small Business Grant Award

Dear Small Business Grant Applicant:

Congratulations! After careful review and evaluation by the Community Wide Council, your application for the City of Fort Pierce Small Business Grant and Technical Assistance Program was approved.

Please be aware that the Grants Administration Division will follow-up with you regarding next steps in allocation of your grant funds.

In the interim, you may contact Indian River State College's – Small Business Development Center (IRSC-SBDC) regarding required course.

a. **Smart Start Orientation**

Upon completion of the Smart Start course, please schedule a time to meet with the Grants Administration Division to discuss the parameters of the grant.

Please feel free to reach out to the Grants Division to schedule a time and place to meet.

Sincerely,
Grants Administration Division
GrantsAdministration@cityoffortpierce.com
772-467-3161

SMALL BUSINESS 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 **Taco N Madrez LLC,** located at **704 Holly Ave, Fort Pierce, Florida 34982**, a **Florida 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 CDBG 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 **benefit low- and moderate-income persons.**

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"** hereto, of **Subrecipient,** up to the agreed amount of **$5,000.00.**

   B. All **funds** from **Grantor** to **Subrecipient** being disbursed under the terms of this Agreement shall be used by **Subrecipient** solely for the purposes 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 regulations 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 always 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 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 at 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 of reports by the **Subrecipient** to the **Grantor** 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 the **Grantor**, 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 the 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 in 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, 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 which 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 of 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 a 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-Kickback 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 enter 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 ensure 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 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 entered into 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 the 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 the 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 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: Taco N Madrez LLc
704 Holly Ave
Fort Pierce, FL 34982
Attn: Laura Tapia
Email: taconmadrezllc@gmail.com

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, together with any exhibits, 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:

GRANTOR:
CITY OF FORT PIERCE

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

SUBRECIPIENT: Taco N Madrez LLC

By: _____
9
Print: Laura Tapia
Title: **Owner**
Today's Date: _____

Scope of Project

EXHIBIT "A"

Grant Recipient: Taco N Madrez LLC

Project Address: 704 Holly Ave, Fort Pierce, Florida 34982

Description:

Paint Food Truck – Advertise Food Truck Logo	$5,000.00
TOTAL:	**$5,000.00**

TOTAL GRANT AMOUNT: $5,000.00

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

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	DONNELLA CLARKE, GRANTS ADMINISTRATION MANAGER, FINANCE DEPARTMENT
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW CDBG SMALL BUSINESS GRANT AGREEMENT-TACO N MADREZ LLC
CAO RLS FILE:	24-271
DATE:	JULY 9, 2024

I have reviewed the above Request for Legal Services which asks the City Attorney's Office to approve a Small Business Grant Agreement between the City and Taco N Madrez LLC.

I made a few minor corrections to this Agreement which should be made to your Template for future Small Business Grant Agreements. I uploaded a redline copy so you can review the corrections made. For your convenience, I also uploaded a changes accepted version.

I note that the recipient is a taco truck with both a physical address (US 1) and a mailing address (Holly Avenue). According to Sunbiz, the Holly Avenue address is the principal address for this business. As such, this office recommends that you revise paragraph 1 to list the Holly Avenue address for the Subrecipient on both the Agreement and Exhibit A.

With these changes, and upon correction of the business address by staff, the Agreement and Exhibit A are approved.

/ahd

City Commission Regular Meeting - 5:05 pm **11. I.**

Meeting Date: 09/16/2024

Re: CDBG FY 23-24 Small Business Grant Approval - The McGee Solution LLC

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

SUBJECT:

Approval of a small business grant award to The McGee Solution, LLC in the amount not to exceed $5000.00.

SUMMARY:

The Small Business Grant Application has been reviewed by the Communitywide Council (CWC) and recommended for approval by the Fort Pierce City Commission. The City Commissioners will make the final decision on the awarding of this small business grant. The Small Business Award recipient is required to attest and sign this contract outlining the terms, statutes, and regulations as it pertains to the use of CDBG funding.

RECOMMENDATION:

The City of Fort Pierce's Community Wide Council has recommended the approval of this Small Business grant.

ALTERNATIVES:

Approve or Decline and/or request additional information from the applicant.

RESPONSIBLE STAFF:

Johnna Morris, Donnella Clarke, and Grants Administration Division.

COORDINATED WITH:

Grants Administration under the supervision of the Finance Division.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023-2024

Account: 1039002584100

Amount: 5000

FISCAL IMPACT:

The Grants Division has confirmed the fiscal impact information provided by the City of Fort Pierce's Finance Department.

Attachments

CDBG FY 23-24 Small Business Approval - The McGee Solution LLC
CDBG FY 23-24 Small Business Agreement - The McGee Solution LLC
CDBG FY 23-24 Small Business Exhibit A - The McGee Solution LLC
RLS 23-070 CAO Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	09/09/2024 11:10 AM
Finance Department	Johnna Morris	09/09/2024 11:11 AM
City Manager	Linda Cox	09/10/2024 01:02 PM
Finance Department	Johnna Morris	09/11/2024 01:09 PM
City Manager	Linda Cox	09/11/2024 01:23 PM
Form Started By: Donnella Clarke		Started On: 08/22/2024 11:33 AM
Final Approval Date: 09/11/2024		

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

May 29, 2024

The McGee Solution LLC
Nicole McGee
2304 San Marcos Avenue
Fort Pierce, FL 34946

RE: Small Business Grant Award

Dear Small Business Grant Applicant:

Congratulations! After careful review and evaluation by the Community Wide Council, your application for the City of Fort Pierce Small Business Grant and Technical Assistance Program was approved.

Please be aware that the Grants Administration Division will follow-up with you regarding next steps in allocation of your grant funds.

In the interim, you may contact Indian River State College's – Small Business Development Center (IRSC-SBDC) regarding required course.

- **Smart Start Orientation**

Upon completion of the Smart Start course, please schedule a time to meet with the Grants Administration Division to discuss the parameters of the grant.

Please feel free to reach out to the Grants Division to schedule a time and place to meet.

Sincerely,
Grants Administration Division
GrantsAdministration@cityoffortpierce.com
772-467-3161

SMALL BUSINESS 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 **The McGee Solution, LLC,** located at **2304 San Marcos Avenue, Fort Pierce, Florida 34946**, a **Florida for 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 CDBG 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 **benefit low- and moderate-income persons.**

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"** hereto, of **Subrecipient,** up to the agreed amount of **$5,000.00.**

   B. All **funds** from **Grantor** to **Subrecipient** being disbursed under the terms of this Agreement shall be used by **Subrecipient** solely for the purposes 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 regulations 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 always 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 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 at 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 of reports by the **Subrecipient** to the **Grantor** 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 the **Grantor**, 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 the 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 in 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, 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 which 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 of 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 a 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-Kickback 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 enter 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 ensure 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 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 entered into 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 the 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 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: The McGee Solution, LLC
2304 San Marcos Avenue
Fort Pierce, FL 34946
Attn: Nicole McGee
Email: nmcgee2304@yahoo.com

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 or 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, together with any exhibits, 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:

GRANTOR:
CITY OF FORT PIERCE

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

SUBRECIPIENT: The McGee Solution, LLC

By: _____

Print: Nicole McGee
Title: **Owner**
Today's Date: _____

Scope of Project

EXHIBIT "A"

Grant Recipient: The McGee Solution, LLC

Project Address: 2304 San Marcos Avenue, Fort Pierce, Florida 34946

Description:

Update Computer System, Printers, Shelving & Marketing	$5,000.00
TOTAL:	**$5,000.00**

TOTAL GRANT AMOUNT: $5,000.00

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

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	DONNELLA CLARKE, GRANTS ADMINISTRATION MANAGER, FINANCE DEPARTMENT
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW CDBG SMALL BUSINESS GRANT AGREEMENT-THE MCGEE SOLUTION, LLC
CAO RLS FILE:	24-273
DATE:	JULY 11, 2024

I have reviewed the above Request for Legal Services which asks the City Attorney's Office to approve a Small Business Grant Agreement between the City and The McGee Solution, LLC.

I made a few minor corrections to this Agreement and Exhibit A. I uploaded a redline copy so you can review the corrections made. For your convenience, I also uploaded a changes accepted version.

With these changes, the Agreement and Exhibit A are approved.

/ahd

City Commission Regular Meeting - 5:05 pm **11. m.**

Meeting Date: 09/16/2024

Re: CDBG FY 23-24 Public Service Agency Grant - Village Coalition of Youth Services

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

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SUBJECT:

Approval of a public service agency grant award to Village Coalition of Youth Services in the amount not to exceed $5000.00.

SUMMARY:

The Public Service Grant Application has been reviewed by the Communitywide Council (CWC), and recommended to be approved by the Fort Pierce City Commission. The City Commissioners will make the final decision on the awarding of this public service grant. The Public Service Agency Award recipient is required to attest and sign this contract outlining the terms, statutes, and regulations as it pertains to the use of CDBG funding.

RECOMMENDATION:

The City of Fort Pierce's Community Wide Council has recommended the approval of this Public Service Agency grant.

ALTERNATIVES:

Approve or decline and/or request additional information from the applicant.

RESPONSIBLE STAFF:

Johnna Morris, Donnella Clarke, and Grants Administration Division.

COORDINATED WITH:

Grants Administration under the supervision of the Finance Division.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023-2024

Account: 1039002583850

Amount: 5000

OTHER INFORMATION:

The Grants Division has confirmed the fiscal impact information provided by the City of Fort Pierce's Finance Department.

Attachments

PSA Grant Agreement - Village Coalition of Youth Activities Inc FY23-24

PSA Grant Exhibit A - Village Coalition of Youth Activities Inc FY23-24
RLS 24-270 Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/23/2024 02:08 PM
Finance Department	Johnna Morris	09/09/2024 11:11 AM
City Manager	Linda Cox	09/10/2024 01:01 PM
Finance Department	Johnna Morris	09/11/2024 01:09 PM
City Manager	Linda Cox	09/11/2024 01:23 PM
Form Started By: Donnella Clarke		Started On: 08/20/2024 01:44 PM
Final Approval Date: 09/11/2024		

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 **Village Coalition of Youth Activities, Inc.,** located at **532 N 13th Street, 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 CDBG 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 **benefit low- and moderate-income persons.**

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 disbursed under the terms of this Agreement shall be used by **Subrecipient** solely for the purposes 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 regulations 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 at 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 ensure 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 of reports by the **Subrecipient** to the **Grantor** 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 the **Grantor**, 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 which 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 of 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-Kickback 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. **<u>Notifications</u>:** 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 enter 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 entered into 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: Village Coalition of Youth Activities, Inc.
Address: 532 N 13th Street
City, State, Zip: Fort Pierce, FL 34950
Attn: Dorothy Malik
Email: vcoya12824@gmail.com

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, together with any exhibits, 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.

GRANTOR:
CITY OF FORT PIERCE

ATTEST:

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

SUBRECIPIENT: Village Coalition of Youth Activities, Inc.
By: _____
(Name)
Print: Dorothy Malik_____
Title: **Executive Director**
Today's Date: _____

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

Scope of Project

EXHIBIT "A"

Grant Recipient: Village Coalition of Youth Activities, Inc.

Project Address: 532 N 13th Street, Fort Pierce, Florida 34950

Description: VCOYA Life Skills Travel Group – St. Augustine Trip

Travel Package, Meals, Socks, Underwear, & Backpacks	$5,000.00
TOTAL:	**$5,000.00**

TOTAL GRANT AMOUNT: $5,000.00

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

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	DONNELLA CLARKE, GRANTS ADMINISTRATION MANAGER, FINANCE DEPARTMENT
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW DOCUMENTS-PUBLIC SERVICE AGENCY GRANT AGREEMENT-VILLAGE COALITION OF YOUTH ACTIVITIES, INC.
CAO RLS FILE:	24-270
DATE:	JULY 9, 2024

I have reviewed the above Request for Legal Services which asks the City Attorney's Office to review a Public Service Agency Grant Agreement between the City of Fort Pierce and Village Coalition of Youth Activities, Inc.

I made a few changes and corrections to the Grant Agreement and its Exhibit A. You may review my changes in the Redline versions which are uploaded to AgendaQuick.

Per our email exchanges last week, you have revised the Template for PSA Grant Agreements to incorporate the corrections made by this Office pursuant to a previous RLS (24-202).

The following substantive changes were made by me to this Agreement and Exhibit A:

(1) corrected name of Subrecipient (opening paragraph, Exhibit A)

(2) revised National Objective. (Agreement ¶1.) The Agreement received by this Office stated that the activity would "meet community development needs having a particular urgency." The Subrecipient's Application, however, stated that the activity would "benefit low- and moderate-income persons." I revised paragraph 1. of the Agreement to set forth the National Objective stated in the Application. ***Please specifically review this change for correctness.***

(3) clarified the Project Description (Exhibit A)

With the suggested changes, the Agreement and Exhibit A are approved as to form and correctness. For your convenience, I uploaded "changes accepted" versions of both documents.

/ahd

City Commission Regular Meeting - 5:05 pm **11. n.**

Meeting Date: 09/16/2024

Re: Continuing Contract for Professional Services - Architects Design Collaborative

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

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SUBJECT:

Approval of Amended Continuing Contract for Professional Architecture, Landscape Architecture, and Urban Planning Services to Architects Design Collaborative, LLC of Port St. Lucie, FL pursuant to RFQ No. 2024-005.

SUMMARY:

During the City Commission meeting on February 20, 2024, RFQ No. 2024-005 was awarded to multiple firms, designating them as the City's Miscellaneous Professional Continuing Services providers. These firms, which are licensed professional consultants, will deliver services in the fields of Architecture, Environmental Services, Engineering, Hydrogeology, Landscape Architecture, and Urban Planning.

Operating under the regulations established in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA), these firms will provide advisory services, technical investigations, analyses, designs, and other professional services to support various city departments. The initial term of the contract is one (1) year, with the possibility of three (3) additional one-year renewals.

The Continuing Contract for Professional Architecture, Landscape Architecture, and Urban Planning Services with Architects Design Collaborative, LLC was approved on the consent agenda at the July 15, 2024 City Commission Meeting. This agreement has been amended to fit the template provided by the City Attorney's Office and includes special language acknowledging the procedural history.

RECOMMENDATION:

Approval of Continuing Contract for Professional Architecture, Landscape Architecture, and Urban Planning Services to Architects Design Collaborative, LLC.

ALTERNATIVES:

Amend or deny Continuing Contract for Professional Services

RESPONSIBLE STAFF:

Gelencia Carter, Purchasing Manager
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Attorney
City Clerk/Acting City Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

FISCAL IMPACT:

There is no fiscal impact associated with this continuing contract at this time. Subsequent project agreements will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amended Continuing Contract - Architects Design Collaborative

Previously Approved Continuing Contract - Architects Design Collaborative

RLS Memo

Notification of Award

RFQ Document

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	09/04/2024 05:45 PM
City Manager	Linda Cox	09/11/2024 09:25 AM
Finance Department	Johnna Morris	09/11/2024 11:46 AM
City Manager	Linda Cox	09/11/2024 01:23 PM
Form Started By: Shyanne Harnage		Started On: 09/04/2024 04:48 PM
Final Approval Date: 09/11/2024		

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **ARCHITECTS DESIGN COLLABORATIVE, LLC** whose principal address is **10489 SW Meeting Street, Port St. Lucie, FL 34987** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional architectural and landscape architectural services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, a previous continuing contract for professional services was executed on July 15, 2024, the terms of which have been updated, and the previously-executed contract is hereby replaced in its entirety with this Amended Continuing Contract for Professional Services; 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.

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 Agreement is to provide professional services within the scope of practice of **professional architecture, landscape architecture, and urban planning** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for

discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC 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-assignment basis through the execution of a Specific Authorization. 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 professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

D. 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 Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific 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 Specific 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 Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

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.

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 a 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 this Agreement.

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

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 Agreement, 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 of any portion of this Agreement 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 Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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 and specifically:

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

2. 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 as provided by law.

3. 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@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 Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, 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. 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 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. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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 race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL

EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
ARCHITECTS DESIGN COLLABORATIVE, LLC
10489 SW Meeting Street
Port St. Lucie, FL 34987

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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.

34. WAIVER

No waiver by the City of any provision of this Agreement 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.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

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 Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: _____

Title: _____

Today's Date: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: Architects Design Collaborative, LLC.
10489 SW Meeting Street
Port St. Lucie, FL 34987
Attn: Raul Ocampo, Principal, Managing Partner

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. 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:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. 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. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

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, to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
ARCHITECTS DESIGN COLLABORATIVE, LLC.

BY: [signature]

PARTNER / MANAGER
Title

6/25/24
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this 15th____ day of __July_____, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and Architects Design Collaborative, LLC., whose principal address is 10489 SW Meeting Street, Port St. Lucie, FL 34987 hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional architectural services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, 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 “Agreement” or "Contract"; 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.

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 Agreement is to provide professional/ consultation services in the area of professional architectural services

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

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

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

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

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and _____, whose principal address is _____ hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional architectural services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, 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 "Agreement" or "Contract"; 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.

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

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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-

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, cost to perform the work , 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 Agreement 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. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

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.

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 this Agreement.

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

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 Agreement, 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 Agreement 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 Agreement and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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.

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 as 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

E. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.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. 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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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 at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any 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.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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.

28. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
Architects Design Collaborative, LLC.
10489 SW Meeting Street
Port St. Lucie, FL 34987
Attn: Raul Ocampo, Principal

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant 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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

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.

35. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to of 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.

36. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. 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 Agreement.

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

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

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

7/15/2024
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: PAUL OCAMPO, JR.

Title: PARTNER

Today's Date: 6/25/24

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

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: 6/25/24, 2024.

Official Address (Including Zip Code):

10489 SW MEETING STREET

PORT ST. LUCIE, FL 34987

By: _____
Name

RAUL OCAMPO, JR.
Name (Typed or Printed)

PRINCIPAL / PARTNER
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF FLORIDA

COUNTY OF ST. LUCIE COUNTY

RAUL OCAMPO, JR., being first duly sworn, deposes and says:

That he is PRINCIPAL / PARTNER OF ADC ARCHITECTS
(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.

ARCHITECTS DESIGN COLLABORATIVE, LLC
(Firm Name)

By: [signature]

Title: PRINCIPAL / PARTNER

Subscribed and sworn to before me this 26

day of, June 2024.

[signature] NATALIE LEVINE
Notary Public

My Commission expires: 10/25/2027

(Seal)

NATALIE LEVINE
MY COMMISSION # HH 458530
EXPIRES: October 25, 2027

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHYANNE HARNAGE, CRA ADMINISTRATOR
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CONTINUING CONTRACTS FOR PROFESSIONAL SERVICES PURSUANT TO RFP 2024-005
CAO RLS FILE:	24-347 MBV ENGINEERING, INC. -PROFESSIONAL ENGINEERING (AMENDED) 24-348 DON BERGMAN ARCHITECTURE, LLC-ARCHITECTURE (AMENDED) 24-349 & 364 ARCHITECTS DESIGN COLLABORATIVE, LLC -ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND URBAN PLANNING (AMENDED) 24-350 & 351 EXP U.S. SERVICES, INC.-ARCHITECTURE AND PROFESSIONAL ENGINEERING (AMENDED) 24-352 GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING-PROFESSIONAL ENGINEERING 24-353 ROYAL CONSULTING SERVICES, INC.- PROFESSIONAL ENGINEERING 24-354 CAPE DESIGN ENGINEERING, INC. -PROFESSIONAL ENGINEERING 24-355 SGM ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-356 TLC ENGINEERING SOLUTIONS, INC. -PROFESSIONAL ENGINEERING 24-358 & 363 COTLEUR & HEARING, INC.-ARCHITECTURE AND URBAN PLANNING (AMENDED) 24-359 BCER ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-360 & 362 ZYSCOVICH – ARCHITECTURE AND URBAN PLANNING 24-367 INSPIRE PLACEMAKING COLLABORATIVE – LANDSCAPE ARCHITECTURE
RELATED RLS	24-238 – TEMPLATE 24-315 – REJECTING CHANGES BY ZYSCOVICH AND INSPIRE
DATE:	SEPTEMBER 10, 2024

These Requests for Legal Services (RLS) ask the City Attorney's Office to review and approve Continuing Contracts for Professional Services pursuant to RFP 2024-005.

Nine of these agreements were on the Consent Agenda for the July 15, 2024 City Commission meeting, however, only five were actually signed. Those five are listed above as "Amended" and contain special language acknowledging the procedural history.

This Office has combined agreements and made appropriate changes to the language of the agreements so that each vendor will have only one agreement for all professional services. Additional changes were also made which you can review in the uploaded redline versions.

With the suggested changes, the Agreements are approved as to form and correctness. For your convenience, I uploaded "changes accepted" versions of each agreement.

You advised that two vendors (Zyscovich and Inspire) asked for changes to the standard terms contained in the City's Agreement. The vendors' requested changes were previously addressed **and rejected** by the City Attorney in RLS 24-315 (attached). As such, I have rejected all of the vendors' changes.

Zyscovich has proposed language requiring mediation and arbitration for disputes. This Office has made several changes to the Standard Agreement including changing the Dispute Resolution procedures set forth in Paragraph 38 to require mediation. The changes already made by this Office may address Zyscovich's concerns.

/ahd

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTINUING CONTRACT FOR PROFESSIONAL SERVICES - REQUESTED CHANGES TO CONTRACT

CAO RLS FILE: RLS 24-315

DATE: AUGUST 23, 2024

I have reviewed the above Request for Legal Services (RLS) related to the requests from Zyscovish, LLC and Inspire Placemaking Collective, Inc (Vendors) to change the standard terms of our Continuing Services Contract language. As an initial and general observation for all contracts, I do not recommend changing standard terms to contracts that the City requires others to follow. In this instance, specifically, this RFQ was awarded to numerous other Vendors, all of whom, except these two, have agreed to the City's standard language.

I will point out, the Agreements prepared for these two companies did not utilize the approved template from RLS 24-238. These Agreements should be prepared using that template and submitted for review as to form and correctness prior to being provided to the Vendors for signature. As it relates to the requests to change terms, I have compared the language to the Template in RLS 24-238, and it is the same. Therefore, I am able to address each requested change at this time. Each Vendor's requests are addressed below.

Zyscovish, LLC

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) Professional Liability) language: The Risk Manager has uploaded a Memorandum to Agenda Quick for your review regarding this request. The request to change the maximum deductible or self-insured retention from $10,000 to $100,000 per claim/occurrence is not recommended, please see Risk Manager's Memorandum. All other Vendors have been required to agree to this language and amount.

3. Paragraph 13 (Indemnification) language: The Vendor has requested "when recoverable by law" be added to the recoverable costs. While I would not recommend that language be used, I do believe "unless prohibited by law," would be acceptable. Again, I will reiterate that it is ill-advised to change standard language that others have been required to agree to.

4. Paragraph 21 (Attorneys' Fees and Costs) language: The Vendor has requested removal of the prevailing party language. While this language is not legally required to be in the Agreement, this is the language you elected to include in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

5. Paragraph 38 (Dispute Resolution) language: The Vendor has proposed language requiring mediation and arbitration for disputes. The language they have proposed is legally permissible. The language as you drafted, however, has been included in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

Inspire Placemaking Collective, Inc

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) (Professional Liability): The City requires Professional Liability coverage for a contract providing for this type of service. The Risk Manager has prepared a Memorandum, which has been uploaded to Agenda Quick. Mr. Rios points out the minimum acceptable Professional Liability coverage is $2,000,000. Again, all other Vendors (excepting these two) have agreed to the $3,000,000 as originally included. For fairness and consistency, it is not recommended that this term be changed, even though it legally can be changed. I will also point out, I did review the RFQ, and the Required Limits of Insurance stated $3,000,000 was required for Professional Liability coverage.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

March 1, 2024

RE: Notification of Award
RFQ No. 2024-005 ~ Miscellaneous Professional Continuing Services

To Whom It May Concern:

The City of Fort Pierce Commission met in regular session, Tuesday, February 20, 2024, and approved the following firms as the City's Miscellaneous Professional Continuing Services providers:

Professional Service	Firms
Architectural Services	Architects Design Collaborative, LLC
	Don Bergman Architecture LLC
	EXP u.s. Services, INC
	Zyscovich, LLC
Environmental Services	EXP U.S. Services, Inc
	GFA International, Inc dba Universal Engineering Sciences
	Royal Consulting Services, Inc
Facilities Engineering – MEP Services	BCER Engineering, Inc
	Cape Design Engineering Co.
	SGM Engineering, Inc
	TLC Engineering Solutions, Inc
Facilities Engineering – Structural	Cape Design Engineering Co.
	MBV Engineering, Inc
	TLC Engineering Solutions, Inc
Hydrogeological Services	EXP U.S. Services, Inc
	Royal Consulting Services, Inc
Landscape Architectural Services	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Inspire Placemaking Collective, Inc
Urban Planning	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Zyscovich, LLC

To view the agenda item, supporting documentation and the evaluation matrix, click on the link below: https://destinyhosted.com/agenda_publish.cfm?id=36787&mt=ALL&vl=true&get_month=2&get_year=2024&dsp=ag&seq=3760. See item number 11e.

We appreciate your interest in doing business with the City of Fort Pierce and certainly hope you will still have continued interest in future projects.

Sincerely,

Monica Gonzales

Monica Gonzales
Purchasing Specialist

/gm

cc: Audria Moore-Wells, Special Projects Coordinator
Shyanne Harnage, Economic Development Manager
Johnna Morris, MBA, CGFP, CPPT Director of Finance

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFQ No: 2024-005**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, TUESDAY, NOVEMBER 14, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized

agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing

Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of

persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board 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 Proposer. Further, if such claim is made, or is pending, the Proposer 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 Proposer and receive reimbursement. If the Proposer used any design, device, or materials

covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly

executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

Vendor 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 their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Vendor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor 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 Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor 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 Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors 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 sub-Contractor's work.

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, 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 Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, 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 the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

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 the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, 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 Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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, 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 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:

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

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover Vendor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the 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 minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$3,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the Vendor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability 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 minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

The insurance provided by Vendor 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 Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be

in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

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

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

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

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

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) day's notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

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
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Tuesday, November 14, 2023**.

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO	**COPY TO**
Shyanne Harnage	**LaTonya Hubbard**
Economic Development Manager	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3780	Fax: 772-467-3848
Email: sharnage@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than, **5:00PM, Thursday, November 2, 2023.**

4. TERM OF CONTRACT

The Vendors selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

15.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.

15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

15.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. SUMMARY

The City of Fort Pierce, Florida, is requesting submittals from qualified individuals/firms for Miscellaneous Professional Continuing Services for the purpose of selecting a provider to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Fort Pierce, Florida, in conformance with proposal document, which include technical specifications and/or a scope of work. Those individuals/firms interested in being considered for this RFQ are instructed to submit their submittal on the forms provided, pertinent to this project prior to 3:00 pm, Tuesday, November 14, 2023.

2. GENERAL INFORMATION

The City of Fort Pierce, located in St. Lucie County Florida is soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in the following areas to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. The City of Fort Pierce desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA:

a. Architectural Services
b. Environmental Testing Services
c. Facilities Engineering Services
    i. Mechanical, Electrical, and Plumbing (MEP) Engineering
    ii. Structural Engineering
d. Hydrogeological Services
e. Landscape Architectural Services
f. Urban Planning (may include):
    - Professional urban planning
    - Mixed Use Project Development (design and implementation)
    - Technical Design Investigations
    - Urban Infill Site Planning
    - Urban Design
    - Parks/Open Space/Streetscape Planning, Design and Analysis
    - Historic Preservation Planning and Desire
    - Small Area Studies/Economic Analysis
    - Project Design Oversight

- Neighborhood Identification and Placemaking

The City intends to enter into contracts for continuing services in each service area listed above, with the respondent(s) who submit qualifications as determined by the City to be most advantageous to the City. The City anticipates awarding up to three (3) contracts in each service area to the respondent(s) chosen but reserves the right to award in any fashion it decides, in its sole determination, is in the best interest of the City. All contracts awarded under this RFQ shall be "continuing contracts" as defined in Florida Statutes 287.055(2)(g) and shall be subject to the limitations and restrictions described therein. All contracts shall be awarded for an initial period of one year. The City may, at its sole discretion, extend the contract for additional one (1) year periods to a maximum of three (3) years, or may elect to re-advertise. The selected individuals or firms should be able to demonstrate exceptional experience in dealing with municipal public projects, specifically in urbanized areas, and all aspects of miscellaneous professional services in the designated area of expertise.

The scope of the professional services under each of these services will vary based on the specific needs of the City that arise over the duration of the contract. It is anticipated that the selected consultant(s) in each service area will be available to provide such services, as required, to all City departments. The selected firm(s) will take assignments on a project-by-project basis pursuant to the terms of a written agreement with the City. The City intends for each continuing services agreement to stipulate that no firm is guaranteed work assignments under the contract. Work assignments will be negotiated with the firm deemed by the City to be most qualified from the list of available firms to perform the specific task associated with each work order. Individual work orders will be negotiated as City's needs arise.

3. MINIMUM QUALIFICATIONS

Interested firms must be experienced in providing consulting services in the service areas of the nature described herein. While the use of sub-consultants may ultimately be required for completion of a specific assignment, it is the City's intent to select multiple consultants in each service area based solely on the qualifications of the lead consultant. To that end, submittals should contain no subconsultants. Any information submitted related to sub-consultants will not be considered. To be considered for selection in any or all of the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, St. Lucie County, and City of Fort Pierce codes, regulations, and laws. Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.

4. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or

more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

4.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation.	Tab 1	10
Qualifications of Company	Includes company qualifications, introduction, and company information.	Tab 2	25
Personnel	Personnel qualifications	Tab 3	30
Services/References	Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	Tabs 4 and 5	35
		Total	**100**

4.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with

the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

5. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: Executive Summary

Indicate which of the professional service(s) your firm intends to provide, an overview of how you plan to provide your service(s) based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience
g. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
h. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

TAB 3: Key Personnel

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organization and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including:
    a. The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work.
    a. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 4: Service (Include similar projects)

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 5: References

1. Provide a minimum of three (3) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:

a. Name of reference organization
b. Contact person
c. Phone number
d. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 6: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – E=Verify Affidavit
Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 5, page 23

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ 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 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 employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Proposer's Signature

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2023.

_____
Notary Public

My Commission expires: (Seal)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Miscellaneous Professional Continuing Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2024-005
MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

November 1, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024- 005

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposer for clarification of the proposal specifications:

1. QUESTION: The scope mentions environmental testing services. Please clarify the types of environmental testing projects anticipated for this contract.

ANSWER: **No specific environmental testing projects have been identified at this time. We anticipate the type of assignments that may be required during the duration of this contract may include but are not limited to:**

- **Phase I Environmental Site Assessments**
- **Phase II/III Environmental Investigations**
- **Site Characterization/Soil and Groundwater Studies and Remediation**
- **Risk Assessments**
- **Brownfield Investigations and Redevelopment**
- **Asbestos Testing, Abatement Design, and Abatement Management**
- **Mold Assessments**
- **Lead-Based Paint Testing and Consulting**
- **Hazardous materials handling, treatment and/or disposal**

2. QUESTION: We understand - per item 3. Minimum Qualifications on page 20 - “it is the city’s intent to select multiple consultants...based solely on qualifications of lead consultants”. However, Tab 3 - Key Personnel (2a) asks for identification of all subconsultants authorized to be used, as well as a brief narrative. If subconsultants should not be included for this specific response, are proposers required to respond to Tab 3 (item 2a)?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals.**

3. **QUESTION:** In Tab 2 – Qualifications, " experience" is noted twice, in both items f. and g. Please clarify what should be submitted for item f. Experience, as there is no further details for this item.

ANSWER: **Item F is a duplication of Item G made in error. The required information for Tab 2: Qualifications is as follows:**

i. **Company Information.**
ii. **A brief company history.**
iii. **Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.**
iv. **Number of years your organization has been in business under its present business name.**
v. **Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.**
vi. **Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.**
vii. **Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.**

4. **QUESTON:** Page 13 (items 6-8) of the RFQ indicates respondents are to Submit sample certificates of insurance, business tax receipts/occupational licenses, and W-9 forms with proposal submissions. Please clarify which tab(s) should be used to submit this data in the response.

ANSWER: **Please include sample certificates, insurance, business tax receipts and W-9s, etc. In Tab #6: Required Forms.**

5. **QUESTON:** For the W-9 requirement (item 8 on page 13) please confirm if firms may submit W-9s already completed, or if we are required to use/submit the city's form.

ANSWER: **Already completed W-9s are acceptable.**

6. **QUESTON:** We understand respondents are to complete and return the City of Fort Pierce's Checklist (final page of RFQ) with submissions. Please clarify if it should be included with required forms in Tab 6, or elsewhere in the response.

ANSWER: **Please include it in Tab 6: Required Forms.**

7. QUESTION: SUBCONSULTANTS
Section IV, Minimum Qualifications (2) - (see screenshot of relevant language, below) This section indicates the firm should submit only in their area of expertise and not assemble a multi-functional team with sub-consultants. Section V, Tab 3 Key Personnel – (see screenshot of relevant language, below). This subsection requests identification of all sub-consultants and sub-contractors. Can you please clarify what the City is requesting related to sub-consultants and sub-contractors?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V, Instructions for Preparing Proposals.**

8. QUESTION: Professional firms qualified to provide design and consulting services Section IV, (2) General Information. This section list six (6) specific areas of professional services with subtypes for indicates that the following specialties " may include".

- Is it appropriate to list expertise in Urban Planning outside those listed as sub-categories?
- We are unsure how the City defines certain services, including:
- Technical Design Investigations
- Mixed Use Project Development (design and implementation): Does the City seek planners to oversee project teams to design and entitle City projects?
- Small Area Studies
- Project Design Oversight: Is this similar to "Mixed Use Project Development (Design and Implementation)"?

Can you please assist in clarifying the City's needs on these specific items so we can appropriately respond with our relevant experience?

ANSWER: **The scope of the professional services to be provided under this Contract will vary based on the specific needs of the City that arise over the duration of the Contract. It**

is anticipated that the Consultant will be available to provide such services, as required, to various City departments. The Consultant will take assignments on a project-by-project basis pursuant to the terms of this Contract. It is stipulated in the solicitation that the Consultant is not guaranteed work assignments under the Contract.
The bulleted list of potential assignments is given as a blanket overview of potential projects that may be needed. We suggest that responders provide their experience in Urban Planning to address their areas of expertise, not limited to the list of "sub-categories" of potential assignments.

For clarification, we anticipate the type of Urban Planning assignments that may be needed during the duration of this contract may include (but not limited to):

- **Planning and design services for projects identified in the Downtown Master Plan.**
- **Neighborhood Identification and Placemaking Projects throughout the City/Fort Pierce Redevelopment Agency.**
- **Streetscaping, Parks and Open Space Planning and Design.**
- **City/FPRA-owned Property Planning (possibly mixed-use).**
- **Comprehensive Policy Planning and Review.**

9. QUESTION: Evaluation Criteria (Selection V) We notice that the evaluation criteria does not include Local Preference or Minority/Woman-Owned Business Preference. Is this accurate? If so, why has the City changed its policy regarding Local Preference?

ANSWER: **This is accurate. The evaluation criteria used to evaluate solicitations are at the discretion of the Department requesting the services. Local Preference was formerly utilized under Special Terms and Conditions in competitive seal bid documents and Request for Proposal, not purchases for professional services subject to Florida Statue 287.055, the Consultant Competitive Negotiation Act, such as this Request Qualifications.**

10. QUESTION: Section I, General Conditions, sub (18)

Minority/Woman Owned Business Enterprise (MWBE) states: "An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance." Is there any support or benefit in ranking for being an MWBE in this RFQ?

ANSWER: **There is no specific ranking for MWBE in this RFQ.**

11. QUESTION: The highlighted bullets under Tab 1 were mentioned on #'d Page 13 but not listed in the Instructions for Preparing Proposals on #'d page 23. Are they required for this submittal?

ANSWER:

- Minority Outreach Plan – history of participation, strategy for promoting participation, realistic goals for participation, reference contact information for clients who can speak to your previous experience. – **disregard this item**
- Insurance - **Include proof of Insurance under Tab #6**
- Corporate Charter – **Include under Tab #2**
- Tax Receipt – **Include under Tab #6**

12. QUESTION: It appears that the RFQ allows for either delivery of a hard copy + a PDF to the City or a digital copy uploaded to Demandstar on the due date. Is this accurate?

ANSWER: **Yes. To clarify as stated on page 15 of the document, there are two options for electronic submissions, upload to DemandStar OR forward pdf format to the Purchasing Division email address.**

13. QUESTION: Section IV, item 3 MINIMUM QUALIFICATIONS, states that "submittals should contain no subconsultants". However, on Section V, Tab 3 KEY PERSONNEL, it states to "identify all sub-consultants and sub-contractors authorized to be used for the work". Additionally, Tab 3 is asking for the sub-consultant's experience, education, certifications, etc. Can you please clarify whether or not we need to submit sub-consultants?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals**

14. QUESTION: Section V, on Tab 3 KEY PERSONNEL, it states "For the key

individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance…" However, this solicitation, based on the scope of work stated on page 19, is for architectural and engineering services. Can you please confirm that we need to submit architects/engineers as our key personnel instead of marketing, consulting, after-sales services?

ANSWER: **Please provide the requested information for any key individuals on your team who will be providing services to the City of Fort Pierce. The examples given are just listed to reference the types of personnel the City might interact with.**

15. QUESTION: Can we exclusively submit for the Urban Planning discipline, or does the City expect firms to address all the disciplines specified from a to on page 19 of the RFQ?

ANSWER: **Firms may exclusively submit for any of the disciplines specified.**

16. QUESTION: Page 3 lists different types of services for licenses professional consultants. Is the City open to other types of licensed professional consultants submitting proposals to become prequalified?

IM Solutions is a full-service technology and communications integration firm specializing in Audiovisual, IT and Unified Communications system professional design, installation, and service. We are a woman-owned small business and have been in business since 2002.

ANSWER: **The City of Fort Pierce is not seeking IT consultants as part of this solicitation. However, you can subscribe to receive updates on other bid opportunities to be notified when an opportunity may arise:** Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

November 9, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024-005

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** Professional liability - We have the standard 3-Million-dollar coverage. However, we also have a 2-million-dollar umbrella policy. Will this be acceptable?

ANSWER: **Yes, this will be acceptable**

2. **QUESTION:** Watercraft Insurance – We are applying for Architectural service and do not believe we will be affected by this. Is it acceptable as the architect, not to have this coverage?

ANSWER: **Yes, this will be acceptable**

3. **QUESTION:** Cyber Insurance – We have never been asked for this and therefore do not have this coverage. Is this required for architectural services?

ANSWER: **We can forgo the Cyber Insurance**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

City Commission Regular Meeting - 5:05 pm **11. o.**

Meeting Date: 09/16/2024

Re: Approval of Construction Contract for Indian Hills Golf Course Expansion, Bid No 2024-018

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of Construction Contract with PRP Construction Group, LLC., for the Indian Hills Golf Course Expansion project, Bid No. 2024-016 for the construction of a parking lot, sidewalks, a golf cart staging area, and four pickleball courts in an amount not to exceed $757,149.80.

SUMMARY:

At the City Commission meeting on April 15, 2024, the Commission approved the award of Bid No. 2024-018 to PRP Construction Group, LLC for the construction of a parking lot, sidewalks, a golf cart staging area, and four pickleball courts. The project will also include site lighting, landscaping, irrigation, and water/sewer services.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Tracy Telle, Assistant City Engineer

COORDINATED WITH:

Engineering
Purchasing Division
City Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2024
Account:	TBD
Amount:	757,149.80

OTHER INFORMATION:

$715,262.80 shall be funded as directed by the Finance Director, while $41,887.00 shall be encumbered by SMU Account No. 4034300-546120.

Attachments

Agreement
City Attorney Memo
Agenda Item #11c - 041524
Executed - Human Trafficking Form

Form Review

Inbox	Reviewed By	Date
Finance Department	Gelencia Carter	09/03/2024 09:27 AM
Finance Department	Johnna Morris	09/11/2024 10:08 AM
City Manager	Linda Cox	09/11/2024 01:23 PM
Form Started By: Gelencia Carter		Started On: 08/02/2024 02:42 PM
Final Approval Date: 09/11/2024		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

July 6, 2024

Email: ppsheltra@gmail.com

PRP Construction Group, LLC.
8300 SW Springhaven Avenue
Indiantown, FL 34956
Attn: Peggy Sheltra, President

SUBJECT: Notice of Award
Bid No. 2024-018 – Indian Hills Golf Course Expansion

Dear Mrs. Sheltra:

The Commission of the City of Fort Pierce met in regular session, Monday, April 15, 2024, and awarded subject bid to your firm, in the amount of $757,149.80.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Agreement
3. Furnish the required Performance Bond
4. Furnish the required Payment Bond
5. Please provide Certification of Liability, Property Damage, and Workers' Compensation, as stated in section 17 of the attached agreement. **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.**
6. **Return documents enclosed within ten (10) days after receipt, via email to:**

Email:
Gelencia Carter, Purchasing Manager
City of Fort Pierce
gcarter@cityoffortpierce.com

Carbon Copy:
purchasing@cityoffortpierce.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.

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

Sincerely,
CITY OF FORT PIERCE

Gelencia Carter
Gelencia Carter, Purchasing Manager

ACCEPTED BY:
PRP CONSTRUCTION GROUP, LLC.

Peggy Sletta
Signature (Manual)

Peggy Sletta
Signature (Typed or Printed)

President
Title

7/16/24
Date

NOTARIZATION

STATE OF FL

COUNTY OF Martin

The foregoing instrument was acknowledged before me this 16 day of July 2024,

by Peggy Sletta (**Officer of Firm**), President (**Title**), of

PRP Construction Group LLC (**Name of Firm**) a FL (**State**) corporation, on behalf of the corporation.

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

Charlyn Wakefield
Notary Public

My commission expires: 7-30-25

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

/gc

cc: Tracy Telle, Assistant City Engineer

UNIT PRICE CONSTRUCTION

FOR

INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

CITY OF FORT PIERCE BID NO. 2024-018

Prepared by:

The City of Fort Pierce Department of Engineering
John R. Andrews, P.E., City Engineer
100 North U.S. Hwy. 1
Ft. Pierce, FL 34950
(772) 467-3774

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____day of _____, 2024 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and **PRP CONSTRUCTION** a **LIMITED LIABILITY** corporation, with its principal address at **8300 SW Springhaven Avenue, Indiantown, FL 34956**(hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **Indian Hills Golf Course Expansion Phase I Improvements, Bid No. 2024-018, Fort Pierce, Florida**, and

WHEREAS the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional, timely manner, and

WHEREAS the CITY has relied upon the above representations by the CONTRACTOR, and

WHEREAS the CITY's Representative and the City Engineer have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

NOW, THEREFORE, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

This Contract includes the construction of a parking lot, sidewalks, golf cart staging area, four (4) pickleball courts, complete with site lighting, landscaping, irrigation, and water/sewer services as indicated on the construction plans. The Contract includes the construction drawings and the following:

1. Exhibit "A" - Invitation to Bid No. 2024-018
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" - Technical Specifications – Grading, Paving & Drainage
4. Exhibit "D" - Technical Specifications – Potable Water & Sanitary Sewer - FPUA
5. Exhibit "E" - Bid Forms
6. Exhibit "F" - General Conditions

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract" or "Contract Documents"). Change Orders issued hereafter, Construction Change Directives, a Direction for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary,

and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "F," "General Conditions," conflict with Contract terms the Contract terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

In order to induce the CITY to execute this Contract and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Contract, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits, or other authorizations necessary to act as the general contractor for, and to construct the Project.

2(B) The CONTRACTOR has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Contract, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction.

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the CITY and the CONTRACTOR agree as follows:

3(A) This Contract (along with its exhibits), together with the CONTRACTOR's and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied, or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Price.

3(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity, or any other relationship whatsoever between the CITY and any person except the CONTRACTOR.

3(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3(E) Wherever this Contract calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

3(F) The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

3(G) The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected Work. The express or implied approval by the City Engineer of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR's compliance with this Contract. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the CITY or City Engineer or his designee. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

(1) As between this document and the plans or specifications, this document shall govern.

(2) In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

ARTICLE 4
CONTRACTOR'S PERFORMANCE

The CONTRACTOR shall perform all of the Work required, implied, or reasonably inferable from this Contract including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in the Contract Documents, except as specifically identified therein as the Work of other parties, in accordance with the terms herein, all as may be amended from time to time.

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s) to the CITY.

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision,

services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project.

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, change orders and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The CONTRACTOR shall commence the performance of this Contract on the date set forth in the Notice to Proceed issued by the City Engineer and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within ninety (90) calendar days and Final Completion in one hundred (120) calendar days as specified on the Notice to Proceed (sometimes hereinafter referred to as the "Contract Time").** By signing this Contract, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accord with Article 10(G) below.

5(B) The CONTRACTOR shall pay the CITY the sum of **$500.00** per day for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Contract. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

5(C) The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Contract such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed "substantially complete," and such partial use or occupancy shall not be evidence of Substantial Completion.

5(D) All limitations of time set forth herein are material and are of the essence of this Contract.

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY, City

Engineer or his designee, so as to plan its Work in coordinated sequence with the Work of the CITY and of others and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work herein, other than for excusable delays, as set forth in 5(F) below, for which CONTRACTOR may be granted a reasonable extension of time.

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, changes in the Work, labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR and/or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth herein.

If the CONTRACTOR is delayed, obstructed, hindered, or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this Contract (excluding profit, extended home office overhead, incidental or consequential damages, or disruption damages) and the Contract modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or City Engineer cannot exceed forty-five (45) days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this Article by giving written notice to the City Engineer, with a copy to the City Representative, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance, or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance, or interruption after final payment under this contract or to the extent that performance would have been so delayed, obstructed, hindered, or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract. The direct costs described above shall be limited to those direct costs attributable solely to this project, and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the City Engineer, with a copy to the City Representative, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the City Engineer or his designee to demonstrate a delay in the progress of the Work or the overall project completion. If the CONTRACTOR does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

Extensions of time will be the CONTRACTOR'S primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only, as set forth above, may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors, or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances, or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective Work, shall not under any circumstances be construed as delays, hindrances, or interference compensable further than as described herein.

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) **Based on Engineering Construction Drawings and Specifications, identified as Bid No. 2024-018, Indian Hills Golf Course Expansion Phase I Improvements, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: $ 757,149.80 – Seven Hundred Fifty-Seven Thousand One Hundred Forty-Nine Dollars and Eighty Cents.**

Written Amount

(hereinafter the "Contract Amount" or "Contract Price")

6(B) Prior to review of the first payment request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire Contract Amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (see also the specifications for additional information). The CONTRACTOR shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY.

6(C) Upon receipt of a proper Payment Request, the City shall make payment within twenty (20) business days. If there is a dispute as to the Payment Request, the City shall notify the CONTRACTOR in writing, commence the dispute resolution within thirty (30) days, and conclude the final decision within forty-five (45) days. Said Payment Request shall be in such format and include whatever supporting information as may be required by the City Engineer or his designee.

Therein, the CONTRACTOR may request payment for ninety-five percent (95%) of that part of the Contract Amount allocable to Contract requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the City

Engineer, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the City Engineer with Payment Request. Risk of loss shall be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR's fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the City Engineer shall review the Payment Request and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Contract. The amount of each such payment shall be the amount approved for payment by the City Engineer, less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Contract, subject to approval by the CITY. Approval of the CONTRACTOR's Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein.

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all Work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also furnish to the City Engineer properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers or others having lien or claim rights, wherein said subcontractors, material, men, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all Work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said Work rests with CONTRACTOR until Substantial Completion of contracted Project.

6(D) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers, and suppliers the amounts they are due for the Work covered by such payment.

6(E) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY, nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any Work of the CONTRACTOR not strictly in compliance with this Contract.

After written notice to the CONTRACTOR and a reasonable opportunity to cure, the

CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

(1) The quality of a portion, or all, of the CONTRACTOR's Work not being in requirements of this Contract; or
(2) The quantity of the CONTRACTOR's Work not being as represented in the CONTRACTOR's Payment Request, or otherwise; or
(3) The CONTRACTOR's rate of progress being such that, in the opinion of the City Engineer or his designee, Substantial Completion may be inexcusably delayed; or
(4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers; or
(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault; or
(6) Loss caused by the CONTRACTOR; or
(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this Subarticle 6(E), the CONTRACTOR shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Contract, are not waived by final payment and/or acceptance, and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The City Engineer or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's Work is substantially complete, the City Engineer or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will so notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's Work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete Work, correcting, and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer of costs for completing all incomplete Work, correcting

and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective, or nonconforming Work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming Work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY Engineer and the CITY Representative thereof in writing. Thereupon, the City Engineer or City Representative will perform a final inspection of the Project. If the City Engineer concurs that the Project is complete and in full accordance with this Contract and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City Engineer is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment.

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for final completion as set forth in Article 5 above and elsewhere herein.

6(I) The CITY shall, subject to its rights set forth in Subarticle 6 above, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the City Engineer has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this Contract, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all.

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City Engineer in writing of : (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in this contract. The City Engineer or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the contract modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required herein: provided, however, the time prescribed therefore may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under this Contract.

7(B) The CONTRACTOR is responsible for obtaining ALL permits and paying all fees required of the CONTRACTOR by this Contract, or permits and fees customarily the responsibility of the CONTRACTOR. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the City Attorney's Office or Building Department.

ARTICLE 8
CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the City Engineer may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the City Engineer issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the City Engineer's instructions, provide a written, verified plan to eliminate or correct the cause of the City Engineer's order, which plan appears to the City Engineer to be reasonable, actually attainable and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such Work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Contract requirements which would render the CONTRACTOR's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this Article shall be in addition to the CITY's ability to remove portions of the Work from this Contract and complete it separately.

ARTICLE 9
DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations, and responsibilities of the CONTRACTOR set forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform Work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the CONTRACTOR performs Work knowing or believing, or if through exercise of reasonable diligence they should have known that such Work involves an error, inconsistency, or omission in the Contract without first providing written notice to the City Engineer, the CONTRACTOR shall be responsible for such Work and shall correct same bearing the costs set forth in Article 3(H) above.

9(B) All Work shall strictly conform to the requirements of this Contract. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents.

9(C) The Work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors, or omissions of those engaged in the Work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed.

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed Work will be complete, of high quality, without defects, and that all Work strictly complies with the requirements of this Contract. Any Work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR's warranty.

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements applicable to the Work.

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part time and offsite supervision, to be identified in the approved general conditions. Key supervisory personnel assigned by the CONTRACTOR to this Project are as follows:

NAME	FUNCTION
Ricky Sheltra	Certified General Contractor

If at any time the City Engineer or his designee reasonably determines that any employee of the CONTRACTOR is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the City Engineer shall so notify the CONTRACTOR, whom shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the City Engineer and the City Representative the CONTRACTOR's schedule for completing the Work prior to submittal of the first application for payment. The CITY Engineer will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the Technical Specifications which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the City Engineer and the City Representative. Strict compliance with the requirements of this Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Contract.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the City Engineer during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Contract. The CONTRACTOR shall not do any Work requiring shop drawings or other submittals unless such has been approved in writing by the City Engineer or as required by the Contract Documents. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the City Engineer shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract, and shall not relieve the CONTRACTOR of responsibility for deviations from the Contract unless the City Engineer has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meets the requirements of the Contract, or will do so, including field measurements, materials, and field construction criteria related thereto.

The City Engineer shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect, examine, and physically stamp and sign any and all submittals before submission of same to the City Engineer.

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its Work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the Work. Upon Substantial Completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash, and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Contract, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform Work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the Work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Contract. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY, and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the CITY Engineer, the CONTRACTOR shall promptly remedy loss or damage to the Work or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor or material man. This obligation shall be in addition to the requirements of Article 10 herein. The City Engineer may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority the City Engineer shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The City Engineer shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the City Engineer upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop Work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other Work with regard to such hazardous material unless otherwise agreed between the City Engineer and the CONTRACTOR. In the case of Work stopped hereunder, Article 6 shall apply to claims for delay, hindrance or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR 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:

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by

law, CITY and its 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, and appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10(B) CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10(C) CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

ARTICLE 11
CLAIMS BY THE CONTRACTOR

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 6 hereof.

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the City Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition.

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Amount, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any Work for which a claim

is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation.

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the Contract Amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

ARTICLE 12
SUBCONTRACTORS

12(A) Prior to execution of this Contract, the CONTRACTOR shall have identified to the City Engineer, in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the City Engineer. The City Engineer shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the City Engineer, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Contract termination as set forth herein.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the City Engineer accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment, and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13
CHANGE ORDERS

One or more changes to the Work within the general scope of this Contract may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay

as provided in Article 6 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the Work is performed.

a. The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the City Engineer, with any proposal for a contract modification.

b. The price breakdown:

(a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and

(b) Must cover all Work involved in the modification, whether the Work was deleted, added, or changed.

c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.

d. The CONTRACTOR's proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the contract amount resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by: (a) the change in the Contract Amount being set forth in the Change Order, (b) such change in the Contract Amount, together with any conditions or requirements relating thereto, being initialed by both parties, and (c) the CONTRACTOR's execution of the Change Order; or

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price, and the time for performance by the CONTRACTOR. The

CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the Work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known.

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval are required by the CITY, the CONTRACTOR's surety, or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR's or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved Workmen, employer contributions towards company standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR's materials, direct labor, and equipment costs.

The allowance for Overhead and Profit shall be limited to the following schedule:

1. For the CONTRACTOR, for any Work performed by the CONTRACTOR's own forces, 10% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any Work performed by his Subcontractor, 5% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by their own forces, 10% of their materials and direct labor costs.

4. For each Subcontractor, for Work performed by his Sub-subcontractor(s),5% of the amount due the Sub-subcontractor.

For Change Orders, the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost
+ CONTRACTOR's Direct Labor Costs

+ CONTRACTOR's Equipment Costs (includes owned/rental equipment)
+ Applicable Subcontractor Costs
Subtotal of Costs to the CONTRACTOR
+ CONTRACTOR's Overhead and Profit
Total Cost or Credit to the Owner

13(F) Nothing Contained in this Article shall be deemed to contradict or limit the terms of Article 6(E) herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals, or obscures its Work in violation of this Contract or in violation of an instruction from the City Engineer, such Work shall be uncovered and displayed for review by the City Engineer and/or the City's consultants upon request, and shall be reworked at no cost in time or money to the CITY.

14(B) If any of the Work is covered, concealed, or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or the City's consultants. If the uncovered Work conforms strictly to this Contract, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such Work shall be done by the CITY. Otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct Work rejected by the City Engineer as defective or failing to conform to this Contract. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections, and other expenses incurred as a result thereof.

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming Work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the City Engineer.

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Amount shall be reduced by the greater of: (1) the reasonable costs of removing and correcting the defective or nonconforming Work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming Work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming Work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to correct the defect or non-conformance.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same.

15(B) In the event the City Engineer directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred and paid, of:

(1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 13(E) above); and

(2) preserving and protecting Work in place; and

(3) approved storage of materials or equipment purchased for the Project, including insurance thereon; and

(4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's Completion Date shall not be extended on account of any such suspension of Work.

When the City Engineer orders any suspension of the Work under this Subarticle 15(C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16
TERMINATION BY THE CITY

The CITY may terminate this Contract in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Contract by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the Work so terminated, other than warranties and guarantees for completed Work and installed equipment, and the CONTRACTOR shall stop Work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected Work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed Work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(1) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR an amount derived in accordance with Subarticle 16(A)(3) below.

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder.

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

(a) Contract costs for labor, materials, equipment, and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the CONTRACTOR's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of

this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12 (A).

(d) The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment, or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

In such case, the CONTRACTOR shall not be paid further until the Work is complete. After Completion has been achieved, if any portion of the Contract Amount, as it may be modified hereunder, remains after the cost to the CITY of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Contract, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

17(A) CONTRACTOR 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 their subcontractors, agents, or employees in connection with such services and shall be responsible for all parts of its Work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR 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. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. 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 CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, 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, Watercraft Liability and Pollution Liability Insurance 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. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement CONTRACTOR 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, CONTRACTOR 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 by this Article 17. CONTRACTOR 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 by Article 17.

17(A)(2) Workers' Compensation /Employer's Liability Insurance.

Worker's Compensation/Employer's Liability 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, 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 members, 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 thirty (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:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit

17(A)(3) Commercial General Liability Insurance.

Commercial General Liability 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 members, 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 Contractor).

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) shall be:

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

CONTRACTOR 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 than those which, under an ISO filing, must be attached to the policy

(i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

Automobile Liability 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	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds.

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

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Pollution Legal Insurance shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Agreement, or which arises out of, or in connection with this Agreement, 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.

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

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the 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 any amounts provided by an umbrella or excess policy) shall be:

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.
The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) Property/Builder's Risk Insurance

CONTRACTOR shall provide, in a policy acceptable to the CITY, "all risk" (i.e., Special Form) property or builder's risk insurance on all such construction, additions, modifications, machinery, and equipment. The policy shall be issued on a non-reporting form of policy. The amount of the insurance shall be no less than the Contract Amount.

The maximum deductible for other than windstorm or hail shall be $10,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be the greater of $20,000 or 5% of the Contract Amount. CONTRACTOR shall be responsible for the payment of such deductible.

The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation. The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees.

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's

members, officials, officers, or employees by the insurance provided by CONTRACTOR 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 CONTRACTOR) available to the CITY under this Contract or otherwise.

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

17(A)(9) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before beginning any Work under this Agreement. Failure to do so shall constitute a material breach upon which the City may immediately terminate or suspend this contract.

17(A)(10) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond, and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05(a) Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by the A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the United State of the Treasury Circular 570, Revised 2022 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, Revised 2022. If

the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance United States Department of Treasury with Treasury Circular 297, revised September 1, 1978 implemented at 31CFR Part 223. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

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

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety:

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(3) Each surety shall be jointly and several liable for the full amount of the bond required.

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

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by The CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Contract without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity" as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost, or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval,

disapproval, recommendation, preparation, or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

CITY:
John R. Andrews, P.E., City Engineer
City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Phone: 772-467-3774
Fax: 772-460-6847

CONTRACTOR:
Peggy Sheltra, President
PRP Constructions Group, LLC
8300 SW Springhaven Avenue
Indiantown, FL 34956
Phone: 772-597-6923

Copies to:
City Attorney
City Manager

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 26
E-VERIFY

Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, CONTRACTOR and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City, CONTRACTOR, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Contractor shall provide documentation of its compliance with this requirement upon request by the City.

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

The City will not intentionally award Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The City shall consider the employment by Contractor of unauthorized aliens a violation of Section 8 U.S.C. 1324(a)(3) [Section 274(e) of the INA]. Contractor agrees that violation by Contractor shall be grounds for unilateral termination of this Agreement by the City.

ARTICLE 27
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's Sovereign Immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

Charlyn Wakefield
Print Name

Charlyn Wakefield
Signature

Dene Moore
Print name

Signature

CONTRACTOR:

Peggy Sheltra
By: Peggy Sheltra

Title: President

Federal Tax ID No. 45 320 0690

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson, Mayor

Date

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

BID RESPONSE FORM
INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	$15,000.00	$15,000.00
2	MATERIAL TESTING	LS	1	$18,500.00	$18,500.00
3	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$10,000.00	$10,000.00
4	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$24,250.00	$24,250.00
5	CLEARING & GRUBBING	LS	1	$10,500.00	$10,500.00
6	STABILIZATION, TYPE "B" (12")	SY	1,746	$18.00	$31,428.00
7	CEMENTED COQUINA LBR 100 (6")	SY	1,548	$38.00	$58,824.00
8	SUPERPAVE ASPHALTIC CONCRETE (SP 9.5) (TRAFFIC C) (1-1/2")	TN	118	$390.00	$46,020.00
9	INLETS (TYPE C) (<10')	EA	3	$7,525.00	$22,575.00
10	MODIFICATION TO EXISTING INLET	EA	2	$8,100.00	$16,200.00
11	CONCRETE HEADWALL	EA	1	$17,925.00	$17,925.00
12	CONCRETE PIPE CULVERT (18" RCP)	LF	239	$122.00	$29,158.00
13	CONCRETE PIPE CULVERT (24" RCP)	LF	103	$154.00	$15,862.00
14	CONCRETE CURB (TYPE D)	LF	382	$33.00	$12,606.00
15	CONCRETE SIDEWALK, 4" THICK	SY	315	$85.00	$26,775.00
16	CONCRETE DRIVEWWAY, 6" THICK	SY	99	$115.00	$11,385.00
17	PERFORMANCE TURF (SOD) (BAHIA)	SY	2,680	$6.50	$17,420.00
18	SIGNING & STRIPING	LS	1	$18,250.00	$18,250.00
19	PICKLEBALL COURTS (COMPLETE) CONSTRUCTION COMPLETED BY A SPORTS COURT CONTRACTOR)	LS	1	$160,500.00	$160,500.00
20	ADA DETECTABLE WARNINGS	EA	2	$850.00	$1,700.00
21	LANDSCAPING (COMPLETE)	LS	1	$18,500.00	$18,500.00
22	LIGHTING (CONDUIT, HANDHOLES, ETC.) **LIGHTS TO BE PROVIDED BY THE CITY**	LS	1	$24,000.00	$24,000.00

Item No.	Description	Units	Quantity	Unit Price	Amount
23	IRRIGATION (COMPLETE)	LS	1		
24	TURF BLOCK W/ STONE	SY	292	$195.00	$56,940.00
25	2" WATER SERVICE (DOUBLE)	EA	1	$6,500.00	$6,500.00
26	6" PVC SEWER SERVICE (SINGLE) INCLUDES PAVEMENT RESTORATION	EA	1	$17,500.00	$17,500.00
Total Site Improvement Bid:					$688,318.00
Add 10% Construction Contingency for potential field change orders:					$68,831.80
TOTAL FINAL BID:					$757,149.80

EXHIBIT "E"
SECTION 018

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-018

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: PRP Construction Group,LLC

Corporate Title: President, Peggy Sheltra

Address: 8300 SW Springhaven Ave

Indiantown, Fl. 34956
(Zip Code)

By: Peggy Sheltra (Print name) President (Print title)

(Authorized Signature)

Telephone: (772) 597-6923

Fax: ( ) NONE

State License # CGC1510570 **(ATTACH COPY)**

County License # 20125130315 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: Certified General Contractor

Unlimited yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

JCA Surety Group, LLC
123 Zelma Street, Suite A
Orlando, FL 32803
Tel (321) 800-6594 Fax (407) 264-8321
www.jcasurety.com

JCA
THEY BUILD IT, WE BOND IT

PAYMENT AND PERFORMANCE BOND
In Compliance with Florida Statutes 255.05 (1)(a)

Bond No.:	800152144
Contractor Name:	PRP Construction Group, LLC.
Contractor Address:	8300 SW Springhaven Ave. Indiantown, FL 34956
Contractor Phone Number:	(772) 597-6923
Surety Name:	Atlantic Specialty Insurance Company
Surety Address:	605 Highway 169 North, Suite 800 - Plymouth, MN 55441
Surety Phone Number:	(952) 852-2431
Owners Name:	City of Fort Pierce, Florida
Owners Address:	100 North U.S. Hwy. 1 Ft. Pierce, FL 34950
Owners Phone Number:	(772) 467-3774
Obligee Name:	N/A
(If contracting entity is different from the owner, the contracting public entity)	
Obligee Address:	N/A
Obligee Phone Number:	N/A
Contract No.:	Bid No. 2024-018
(If applicable)	
Project Name:	Indian Hills Golf Course Expansion
Project Location:	Section 15, Townshio 35S, Range 40E, Fort Pierce, FL
Description of Work:	Construction of four (4) pickleball courts, pervious open celled golf cart staging area, a thirty-six (36) paved vehicle parking lot complete with associated landscaping, site lighting, storm drainage facilities, and service extensions for future water/sewer connections.

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that be preprinted thereon.

INT LUCIE COUNTY
7/26/2024 09:53:47 AM

JCA

BUILD IT, WE BOND IT

Bond No.: 800152144

EXHIBIT "E"
SECTION 003

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

PRP Construction Group, LLC.
(Name of Contractor)

8300 SW Springhaven Ave. Indiantown, FL 34956
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and Atlantic Specialty Insurance Company
(Name of Surety)

605 Highway 169 North, Suite 800 Plymouth, MN 55441
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of Seven Hundred Fifty-Seven Thousand One Hundred Forty-Nine Dollars and 80/100 Dollars, ($ 757,149.80),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 26 day of July, 2024, a copy of which is hereto attached and made a part hereof, **to furnish labor and construction materials for the Indian Hills Golf Course Improvements identified in Bid No. 2024-018.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each

Bond No.: 800152144

EXHIBIT "E"
SECTION 003

portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise, it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in 2 (Number) counterparts, each of which shall be deemed an original, this 26 day of July, 2024.

Bond No.: 800152144

EXHIBIT "E"
SECTION 003

ATTEST

(Principal Secretary)

Name: Peggy Sheltra
(Type)

(Corporate Seal)

Witness as to Principal

Witness as to Principal

PRP Construction Group, LLC.
Principal

By:

Name: Peggy Sheltra
(Type)

Title: President

Address: 8300 SW Springhaven Ave.

Indiantown, FL 34956

ATTEST:

(Surety) Witness

Name: Jorge L. Bracamonte
(Type)

(Corporate Seal)

Witness as to Surety-Diana Alvarez

Witness as to Surety -Karen Alvarenga

Atlantic Specialty Insurance Company
Surety

By:
Attorney-in-Fact

Name: Jessie Sloan, Attorney-In-Fact & Florida Licensed Resident Agent
(Type)

605 Highway 169 North, Suite 800
(Address)

Plymouth, MN 55441

Inquiries: (321) 800-6594

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

Bond No.: 800152144

EXHIBIT "E"
SECTION 004

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

PRP Construction Group, LLC.
(Name of Contractor)

8300 SW Springhaven Ave, Indiantown, FL 34956
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and Atlantic Specialty Insurance Company
(Name of Surety)

605 Highway 169 North, Suite 800 Plymouth, MN 55441
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of Seven Hundred Fifty-Seven Thousand One Hundred Forty-Nine Dollars and 80/100 Dollars, ($ 757,149.80)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 24 day of July 2024, (Date to be filled in by Owner) a copy of which is hereto attached and made a part hereof, **to furnish labor and construction materials for the Indian Hills Golf Course Improvements identified in Bid No. 2024-018.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

Bond No.: 800152144

EXHIBIT "E"
SECTION 004

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in 2 (Number) counterparts, each of which shall be deemed an original, this 26 day of July 2024.

ATTEST:

(Principal) Secretary

Name Peggy Sheltra
(Type)

PRP Construction Group, LLC.
Principal

By

Name Peggy Sheltra
(Type)

Title President

(Corporate Seal)

Bond No.: 800152144

EXHIBIT "E"
SECTION 004

8300 SW Springhaven Ave.
(Address)

Indiantown, FL 34956

Witness as to Principal

Witness as to Principal

ATTEST:

Atlantic Specialty Insurance Company
Surety

By _____
Attorney-in-Fact

(Surety) Witness

Name Jorge L. Bracamonte
(Type)

Name Jessie Sloan, Attorney-In-Fact & Florida Licensed Resident Agent
(Type)

605 Highway 169 North, Suite 800
(Address)

Plymouth, MN 55441

Inquiries: (321) 800-6594

(Corporate Seal)

Witness as to Surety - Karen Alvarenga

Witness as to Surety -Diana Alvarez

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

[intact] INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jorge L. Bracamonte, Jessie Sloan, Karla Tomaszewski**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated_____ day of _____, _____.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

JCA Surety Group, LLC
123 Zelma Street, Suite A
Orlando, FL 32803
Tel (321) 800-6594 Fax (407) 264-8321
www.jcasurety.com

JCA

THEY BUILD IT, WE BOND IT

July 16, 2024

City of Fort Pierce
100 North U.S. Highway 1
Fort Pierce, Florida 34950

RE: Authority to Date Performance and Payment Bonds and Powers of Attorney
Principal: PRP Construction Group, LLC.
Bond No: 800152144
Project: Bid No. 2024-018 – Indian Hills Golf Course Expansion

To Whom It May Concern:

Please take this letter as authorization from the surety company to date the above referenced bonds and powers of attorney the same date as the contract.

Please forward us a scanned copy once the bonds are dated.

Sincerely,

Atlantic Specialty Insurance Company

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

Jessie Sloan, Attorney-In-Fact & Florida
Licensed Resident Agent

Send copy of bonds to: Bonds@jcasurety.com

CITY OF FORT PIERCE
Affidavit Regarding the Use Coercion for Labor or Services

Vendor Name: PRP Construction Group, LLC / Peggy Sheltra, President
Authorized Representative's Name and Title:
8300 SW Springhaven Ave Address:
City:
Indiantown State: Fl Zip Code:
Phone Number: 772-597-6923 Ext 1 Email Address: ppsheltra@gmail.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Peggy Sheltra — Peggy Sheltra, President — 8/28/2024
Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Martin

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 28 day of August, 20 24 by Peggy Sheltra, who is personally known or ☐ produced identification (ID produced: _____).

Notary Public Signature: Charlyn Wakefield (Seal)

Print Name: Charlyn Wakefield My Commission Expires: 7-30-2025

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2024-018**
Pre-Bid Conference: **10:00AM, FRIDAY, FEBRUARY 9, 2024**	**Bid Title: INDIAN HILLS GOLF COURSE EXPANSION**
Mandatory Site-Visit Location: **CITY HALL, 1ST FLOOR** **ENGINEERING CONFERENCE ROOM** **100 NORTH U.S. #1, FT. PIERCE, FL**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: **3:00 PM, MONDAY, MARCH 4, 2024**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: PRP Construction Group, LLC **Mailing Address:** 8300 SW Springhaven Ave Indiantown, Fl. 34956	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:** Peggy Sheltra
Type of Entity (Select one): **Corporation** ____x____ **Partnership** _____ **Proprietorship** _____	**Title:** President
Incorporated in the State of: FL **Year:** 2011	**Delivery in** 30 **days, After Receipt Order**
Phone Number: 772-597-6923 Ext 1	**Payment Terms: Net 30 Days**
Fax Number: None	**FEIN or SS Number:** 45-3220690
E-Mail Address: ppsheltra@gmail.com	**Local Business:** __x_Y ___N **MWBE:** __x_Y ___N
Bid Security is attached, when required, in the amount of $75,714.98 **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?		
Did you completed, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?	✓	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID Peggy Shelton

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
PRP Construction Group, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
8300 SW Springhaven Ave

Requester's name and address (optional)

City, state, and ZIP code
Indiantown, Fl. 34956

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
45 : 3220690

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 2/16/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

PRPCONS-01 DNOLF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/19/2024

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

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

PRODUCER	CONTACT NAME:	
R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	PHONE (A/C, No, Ext): (772) 287-3366	FAX (A/C, No): (772) 287-4255
	E-MAIL ADDRESS: info@rvjohnson.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
PRP Construction Group LLC 8300 SW Springhaven Ave Indiantown, FL 34956	INSURER A : Upland Specialty Insurance Company	16988
	INSURER B : Auto-Owners Insurance Co	18988
	INSURER C : Ascot Specialty Insurance Company	45055
	INSURER D : FFVA Mutual Insurance Co.	10385
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		USPCL0106523	10/26/2023	10/26/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			5068939600	4/15/2023	4/15/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			ESXS2310002785-01	11/6/2023	10/26/2024	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WC840-0029850-2023A	11/9/2023	11/9/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured as respects to General Liability when required by written contract.

CERTIFICATE HOLDER

City of Fort Pierce
Attn Purchasing Department
100 North US Hwy 1
Fort Pierce, FL 34950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kelly Johnson

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January 29, 2024

CITY OF FORT PIERCE

INDIAN HILLS GOLF COURSE EXPANSION

ADDENDUM NO. 1

The purpose of this addendum is to modify bid due date, which was inadvertently stated in the bid document and advertisements, from 3:00 P.M., March 4, 2024:

3:00 P.M., WEDNESDAY, FEBRUARY 21, 2024

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Peggy Shelton
Manual

Signature: Peggy Shelton
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave
Indiantown, FL 34956

Date: 2/18/2024

/gc

January 31, 2024

CITY FORT PIERCE

INDIAN HILLS GOLF COURSE EXPANSION

BID NO. 2024-018

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

1. **QUESTION:** Request the utilization of Plexipave as an alternative to the specified Plexiflor for the acrylic coating of the Pickleball Courts.

   ANSWER: Plexipave is an approved alternate.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Peggy Sheltra
Manual

Signature: Peggy Sheltra
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave
Indiantown, FL 34956

Date: 2/18/2024

/lh

February 7, 2024

CITY FORT PIERCE

INDIAN HILLS GOLF COURSE EXPANSION

BID NO. 2024-018

ADDENDUM NO. 3

The purpose of this addendum is to provide clarifications for a few items that were incorrectly stated in the original solicitation document.

- **Inquiries/Questions**, page numbered 10, Tracy Telle, Assistant City Engineer, email address is incorrect. The email should read: ttelle@cityoffortpierce.com.

- The **Pre-Bid Conference**, is non-mandatory, attendance is not required in order to participate in the bid process, and there is no site visit, as stated on the Invitation to Bid page.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Peggy Shetra
Manual

Signature: Peggy Shetra
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springtown Ave
Indiantown, FL

Date: 2/18/2024

/gc

February 13, 2024

CITY FORT PIERCE
INDIAN HILLS GOLF COURSE EXPANSION

BID NO. 2024-018

ADDENDUM NO. 4

The purpose of this addendum is to respond to questions provided by potential bidders during the February 9, 2024 Pre-bid Meeting:

1. **QUESTION:** May asphalt be utilized for the construction of the Pickleball Courts as opposed to the specified concrete?

   ANSWER: For bidding purposes please bid the court as being constructed of concrete and we will revisit the request prior to construction commencement.

2. **QUESTION:** Where is the connection point to the existing irrigation system?

   ANSWER: The City has opted to eliminate the automatic irrigation system and request that the contractor include the manual watering via a water truck or tree bags until the newly planted trees are established. The contractor shall include all costs associated with the irrigation and 1-year warranty of the trees in the overall landscaping bid item price.

3. **QUESTION:** Will the contractor be responsible for pulling the wire through the lighting conduit?

   ANSWER: No, FPUA will pull the wire and set the light poles/luminaires.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Peggy Sheltra
Manual

Signature: Peggy Sheltra
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave
Indiantown, Fl. 34956

Date: 2/18/2024

/lh

Public License Information

Renew

License Number:24-00027852Location ID:999999997
Business Control:0045460

Business Information

Business Name:PRP CONSTRUCTION LLC
Business Address:LICENSE ADDRESS FT PIERCE FL 34950
Mailing Address:8300 SW SPRINGHAVEN AVE INDIANTOWN FL 34956
Owner Name:Date Opened:12/07/2015
Business Phone:(772) 597-6923Contractor Flag:Y
Type of Ownership:CP
Status:Active

Business Officers

No officers are listed for this business.

License Information

Classification:GNCG - GENERAL CONTRACTOR (CERTIFIED)
License Status, Date:ACTIVE, 08/08/2023
Application Issue Date:08/07/2023, 08/16/2023
License Valid Thru Date:09/30/2024

Additional Requirements

This table displays a additional requirements for a particular license.

Description	Document Number	Expirati
WORKMAN'S COMP INSURANCE	WC8400029850202	11/09/2024
STATE LICENSE-CONTRACTOR	CGC1510570	8312024
LIABILITY INSURANCE	USPCL0106523	10/26/2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SHELTRA, RICKY M

PRP CONSTRUCTION GROUP, LLC
7600 SPRINGHAVEN ESTATES
INDIANTOWN FL 34956

LICENSE NUMBER: CGC1510570

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

MARTIN COUNTY BUSINESS TAX RECEIPT

2023 / 2024

EXPIRES: September 30, 2024 **Account #:**20125130315

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 7600 SW SPRINGHAVEN AVE
Business Phone: (772)597-6923
NAICS Code: 561730
State License: CGC1510570
Business Description:
GENERAL CONTRACTOR AND BUILDING (CONSTRUCION C(

Business Name PRP CONSTRUCTION GROUP, LLC.
Business DBA
Owner Name SHELTRA, PEGGY

PRP CONSTRUCTION GROUP, LLC.
7600 SW SPRINGHAVEN AVE
INDIANTOWN, FL 34956-4133

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date **07/10/2023**
Receipt Number
INT-22-00227197

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Ruth Pietruszewski · Martin County Tax Collector

Website: MartinTaxCollector.com
3485 SE Willoughby Blvd. Stuart, FL 34994
Phone: (772)288-5600

To renew your Business Tax Receipt, visit our payment menu at martintaxcollector.com.

Contact our office by email at btdept@martintax.us if any of the following changes occur with your business:

- Business Name
- Ownership
- Physical Location
- Mailing Address
- Closing your Business

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A $250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website https://martintaxcollector.com/local-business-tax/ for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.

PRP CONSTRUCTION, LLC - LIST OF IMPORTANT CONTRACTS RECENTLY COMPLETED

CONTRACT NAME	CONTRACT AMOUNT	GROSS COST	YR COMPLETED	
OAK LAKE ESTATES W/W & DRAINAGE IPROVEMENTS	$1,096,751.66	$800,000.00	DEC -21	OKEECHOBEE UTILTIY AUTHORITY JOHN HAYFORD P.E. 863.634.9791
HARBOR ESTATES/LIDEN ST NEIGHBORHOOD	$1,075,000.00	$850,000.00	FEB-22	MARTIN COUNTY BOCC - DAVID MOORE 772.320.3208
MONTERY RD SUBDIVISION WM IMPROVEMENTS	$650,000.00	$410,000.00	FEB-21	CITY OF STUART - MARC ROGOLINO 772.221.4700
BOOKER PARK DRAINAGE IMPROVEMENTS	$1,689,103.33	$ 1,468,869.37	MAR-23	VILLAGE OF INDIANTOWN GARY JONES 772.692.4344

PRP Construction
Job Work in Progress (WIP) Summary
July 11, 2023 through March 31, 2024

	(%) Complete	Est. Revenue
VENTURE PARK	1.46%	1,044,180.70
NW DIXIE HWY IMPROVEMENTS	18.25%	896,248.00
OHIO AVE 11.2023	10.53%	2,486,699.50
Total City of Fort Pirece	10.53%	2,486,699.50
Martin County BOCC		
OLEANDER AVE SIDEWLK EMERGNECY 2024	43.05%	200,245.00
ORANGE AVE 54 CULVERT	0.91%	1,840,027.96
TOTAL		8,954,100.66

PRP CONSTRUCTION, LLC - SIMULAR SCOPE OF WORK TO THIS PROJECT	

CONTRACT NAME	CONTRACT AMOUNT
OAK LAKE ESTATES W/W & DRAINAGE IPROVEMENTS	$1,096,751.66
HARBOR ESTATES/LIDEN ST NEIGHBORHOOD	$1,075,000.00
MONTERY RD SUBDIVISION WM IMPROVEMENTS	$650,000.00
BOOKER PARK DRAINAGE IMPROVEMENTS	$1,689,103.33

General Character of work

PRP Construction, LLC
8300 SW Springhaven Ave
Indiantown, FL 34956
772-597-6923
ppsheltra@gmail.com
"Woman Owned Small Business"

May 1, 2023

We, at PRP Construction Group, LLC, would like to introduce ourselves to you by stating our company moto: Safety First! Quality Always! To us, it is more than just a moto; it is our way of doing business.

PRP Construction Group, LLC is a woman-owned small business, owned by Peggy and Ricky Sheltra, doing business in general and heavy construction in a wide geographical area in South Florida from Miami-Dade County to Brevard County. The company is comprised of a team of experienced and dedicated employees with a wide range of construction and management skills that are able to complete all construction projects on time and within budget. Our company mission is to provide our clients with organized and safe construction projects, managed and executed with a high degree of confidence.

PRP Construction Group, LLC is a multi-disciplined construction company specializing in commercial and residential developments, underground utilities, storm drainage, earthwork, and roadway construction. We have experienced crews on staff to complete all phases of site work projects, and consider pipeline work to be our specialty.

We are presently a small construction company with skilled employees. Staff and assets will be increased over time with expanded project demands and responsibilities. We are staffed with determined and dedicated employees that have numerous years of experience in the construction industry with millions of dollars in successfully completed projects.

PRP Construction Group, LLC competitively bids on private and commercial heavy construction projects in South Florida from Miami- Dade County to Brevard County in a wide range of services in underground utilities, storm drainage systems, earthwork, and roadway construction.
If given the opportunity to do business with your company, you will experience the security, confidence, and professionalism we offer in the heavy construction industry.

Peggy Sheltra, President
Ricky Sheltra, Vice President

PRP Construction, LLC
8300 SW Springhaven Ave
Indiantown, FL 34956
772-597-6923

Key Personnel **Job Titles** **Experience** **Job Responsibility**

Peggy Sheltra, President, has over 30 years of experience in owning and operating her own business and is responsible for the management of daily office activities, financial decisions, and long-range planning.

Ricky Sheltra, Vice President, Certified General Contractor, has over 35 years of experience in the heavy construction industry and is responsible for liaison between office personnel, general superintendent and field superintendents. He is the primary contact for contractor communication and coordination of materials and equipment for roadway, underground utilities, and storm drainage construction.

David Moore, Chief Estimator/Project Manager, has over 25 years of experience in the heavy construction industry, and is responsible for all company contract bidding and estimating, as well as project management and communication.

Travis Sheltra, Estimator/Certified Underground Utilities Contractor, has over 9 years of experience in the heavy construction industry, and is responsible company contract bidding and estimating, as well as project management and overseas the underground utility construction.

Jeffery McCraine, General Superintendent, has over 13 years of experience in the construction industry, and is responsible for daily supervision of all roadways, underground utilities, storm drainage, and box culvert construction.

Austin Sheltra , General Superintendent, has over 11 years of experience in the construction industry, and is responsible for daily supervision of all roadways, underground utilities, storm drainage, and box culvert construction.

Charles Thomas, Superintendent, has over 20 years of experience in all facets of utility and drainage construction, including clearing and grubbing, mainline storm drainage. He is responsible for daily supervision of roadway operations, time keeping, safety, and communication in the field.

PRP Construction
Balance Sheet
As of February 18, 2024

	Feb 18, 24
ASSETS	
Current Assets	
Checking/Savings	
105.069 · CHASE BANK 2779	132,150.44
105.004 · Petty Cash	190,493.37
105.007 · Chase Savings	7,742.75
105.008 · Seacoast Bank	1,514,202.93
Total Checking/Savings	1,844,589.49
Accounts Receivable	
108.001 · Accounts Receivable - Contracts	1,673,819.69
Total Accounts Receivable	1,673,819.69
Other Current Assets	
108.100 · Retainage Due	435,052.67
108.300 · Employee Advances	4,011.38
108.103 · Costs/earnings in excess billng	616,238.00
Total Other Current Assets	1,055,302.05
Total Current Assets	4,573,711.23
Fixed Assets	
501.021 · EQUIPMENT	27,726.97
501.017 · 35G MIN IEX SN6315	51,990.00
253.001 · Office Furniture & Fixtures	7,444.70
251.001 · Machinery and Equipment	3,258,555.36
252.001 · Autos & Trucks	1,347,265.07
256.001 · Buildings and Improvements	114,748.00
280.001 · Accumulated Depreciation	-3,601,561.00
Total Fixed Assets	1,206,169.10
Other Assets	
354 · Land	77,280.00
Total Other Assets	77,280.00
TOTAL ASSETS	5,857,160.33
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
402.001 · Accounts Payable	403,631.03
Total Accounts Payable	403,631.03

PRP Construction
Balance Sheet
As of February 18, 2024

	Feb 18, 24
Credit Cards	
451.027 · BLUE DELTA SKYMILES #1-1101	14,465.81
451.029 · AA MC #5504	387.44
451.023 · Bass BOA #7019	7,506.17
451.030 · Carnival MC #5790	5,463.07
451.031 · Chase #7412	-72,187.91
451.035 · Sam's Club #9483	738.57
Total Credit Cards	-43,626.85
Other Current Liabilities	
451.000 · Current Liability	
451.012 · CP JD 3303G #9487	21,481.20
451.013 · ST Seacoast Building	-31,058.92
451.014 · CP Ford 8601 '18 F250 #7271	3,574.97
451.038 · LOADER ID #5108 SN 0634	4,380.25
Total 451.000 · Current Liability	-1,622.50
461.001 · Billing in excess of earnings	405,330.00
Total Other Current Liabilities	403,707.50
Total Current Liabilities	763,711.68
Long Term Liabilities	
501-019 · JD DOZER 450P SN1429	-26,949.30
501.000 · Long Term Liability	
501.009 · CP JD #0355 2019 85G EXCAVAT...	-3,819.20
501.012 · JOHN DEERE 3303G SN 9487	175,844.65
501.013 · LT Seacoast Building	30,840.66
501.014 · LT Ford 8601 '18 F250 #7271	-3,647.35
501-020 · LT Ford 2022 F450 #44659	40,586.00
501.038 · LOADER ID#5108 SN 0634	-4,383.85
Total 501.000 · Long Term Liability	235,420.91
Total Long Term Liabilities	208,471.61
Total Liabilities	972,183.29
Equity	
514 · Shareholder Distributions	-1,640,396.23
511 · Capital	1,000.00
512 · Additional Paid in Capital	29,163.50
513 · *Retained Earnings	5,736,320.23
Net Income	758,889.54
Total Equity	4,884,977.04
TOTAL LIABILITIES & EQUITY	5,857,160.33

PRPCONS-01 DNOLF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/19/2024

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

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

PRODUCER	CONTACT NAME:	
R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	PHONE (A/C, No, Ext): (772) 287-3366	FAX (A/C, No): (772) 287-4255
	E-MAIL ADDRESS: info@rvjohnson.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
PRP Construction Group LLC 8300 SW Springhaven Ave Indiantown, FL 34956	INSURER A : Upland Specialty Insurance Company	16988
	INSURER B : Auto-Owners Insurance Co	18988
	INSURER C : Ascot Specialty Insurance Company	45055
	INSURER D : FFVA Mutual Insurance Co.	10385
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		USPCL0106523	10/26/2023	10/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			5068939600	4/15/2023	4/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			ESXS2310002785-01	11/6/2023	10/26/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC840-0029850-2023A	11/9/2023	11/9/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured as respects to General Liability when required by written contract.

CERTIFICATE HOLDER

City of Fort Pierce
Attn Purchasing Department
100 North US Hwy 1
Fort Pierce, FL 34950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kelly Johnson

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WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

PRP Construction Group, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Peggy Sheltra
NAICS: 237310, 237110, 237990 UNSPSC: 22100000, 71123004, 72103001, 72131702, 72141107, 72141121
Certification Number: WOSB181634
Renewal Date: October 22, 2024
WOSB Regulation Expiration Date: 10/22/2026

WBECFLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

Nancy Allen, Women's Business Enterprise Council Florida President & CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit A

INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA
INVITATION TO BID NO. 2024-018

Sealed Bids will be received by the City of Fort Pierce Purchasing Department until **3:00 PM, Thursday, February 29, 2024** for:

INDIAN HILLS GOLF COURSE EXPANSION

The works include The construction of four (4) pickleball courts, pervious open celled golf cart staging area, a thirty-six (36) paved vehicle parking lot complete with associated landscaping, site lighting, storm drainage facilities, and service extensions for future water/sewer connections.

Specifications are available upon request in the Office of the Purchasing Manager, City of Fort Pierce City Hall, 100 North U.S. 1, Fort Pierce, Florida.

Electronic copies of the documents may be obtained from the Office of Purchasing at no cost.

The City of Fort Pierce encourages Minority Business Enterprise participation.

Advertising for Bids will conform to federal requirements which include advertising for a minimum of two (2) weeks.

CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M.P.A
Purchasing Manager

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit B

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SECTION 1 - DEFINED TERMS

1.1 Terms used in these "INSTRUCTIONS TO BIDDERS" which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SECTION 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents may be obtained in the manner defined in the Call for Bids.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; City shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

SECTION 3 - QUALIFICATIONS OF BIDDERS

3.1 Each Bid must contain evidence that the Bidder has a valid State of Florida license with a minimum classification of "Certified General Contractor" associated with the company bidding along with evidence of the Bidder's qualifications to do business in the State of Florida. To demonstrate qualifications to perform the Work, each Bidder must submit to City, together with the Bid, information including but not limited to financial data, capability to obtain Payment and Performance and previous experience on similar projects, including references and evidence of authority to conduct business in the jurisdiction where the Project is located. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules, regulations and policies that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) make written requests for interpretations promptly after

discovering any conflicts, errors, ambiguities of inconsistencies. Written requests must be received prior to the Pre-Bid Conference.

4.2 Reference may be made to the identification of investigations and tests of subsurface and latent physical conditions at the site, or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City Engineer or City Consultant in preparing the Drawings and Specifications. Such reports are available for review by any bidder at the office of the City Engineer. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents; they are provided for guidance only. If this information is used by Bidder in preparing his proposal, he shall assume all risks resulting from actual conditions differing from the conditions set out in the reports.

4.3 If a log of test borings showing a record of the data is obtained by the investigation of subsurface conditions by the City, or their consultants, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the City, or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of bidders, and its use is subject to all of the conditions and limitations set forth in this article. Discrepancies must be reported prior to the Pre-Bid Conference.

4.4 Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional investigations, examinations, explorations and tests and obtain any additional information which pertains to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 City will provide each Bidder reasonable access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall restore site to condition existing prior to conducting said investigations and tests.

4.6 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.7 The submission of the Bid shall be an indication that the Bidder has

considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by the National Weather Service.

SECTION 5 - INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City Engineer. Bidders are required to advise the City Engineer of any conflicts in the Contract Documents or any discrepancies between conditions noted at the project site and those shown on the Drawings or described in the Specifications. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City's Purchasing Agent as having received the Bidding Documents. Questions received less than seven days prior to the date for the opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addenda shall be issued no less than five days prior to bid opening.

SECTION 6 - BID SECURITY

6.1 Bid Security shall be made payable to City, in an amount of 10 percent of the Bidders maximum Bid price and in the form of a certified or cashier's check or a Bid Bond on the prescribed form attached issued by a Surety.

6.2 The Bid Security of the Lowest and Best Bidder shall be retained until such Bidder has executed the Agreement, furnished the required Contract Security, the Insurance Certificates and Endorsements, and complied with the State of Florida requirements; if the Lowest and Best Bidder fails to execute and deliver the Agreement or furnish the Contract Security within ten (10) days of the receipt of Agreement, City may annul the Notice of Award and the Bid Security of that Bidder may be forfeited. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty-first day after the Bid opening. Bid Security of other Bidders may be returned within seven days of the Bid opening.

SECTION 7 - CONTRACT TIME

7.1 The time of completion is of the essence of the Contract, and the Bidder awarded the Contract shall proceed with the Work in accordance with the Contract time period specified in the Notice to Proceed for each project. In the event of failure to complete the Work within the time specified, the City may assess damages and/or impose penalties as provided by law or the Contract Documents, unless an appropriate extension of time has been granted by the City.

SECTION 8 - LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT

9.1 Not applicable.

SECTION 10 - SUBCONTRACTORS, ETC.

10.1 The City shall receive from the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder), within ten days after receipt of the Bids, a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment. This list shall include the name and address of the Subcontractor, person or organization, a description of the services, materials or equipment to be supplied. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If City has reasonable objection to any proposed Subcontractor, other person or organization, the City may, before the Notice of Award, request the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) to submit an acceptable substitute without an increase in Bid price. If the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) declines to make any such substitution, the Contract may not be awarded to such Bidder at the City's sole discretion. Bidder's declining to make any such substitution shall constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City does not make written objection prior to the Notice of Award will be deemed acceptable to City, but City does not thereby waive any right it may have against the Contractor because of the actions or omissions of said Subcontractor, other person or organization, or request from the Contractor to replace Sub-contractors depending on their performance or workmanship.

SECTION 11 - BID FORM

11.1 The Bid Form(s) is included in the Contract Documents.

11.2 Bid Forms must be completed in ink or typewritten. **Bid prices shall be provided for all items listed. All partial bid proposals shall be rejected.**

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the

secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids by partnership must be executed in the partnership name and signed by an authorized partner, whose title must appear under the signature.

11.5 All names and titles must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address to which communications regarding the Bid are to be directed must be shown.

SECTION 12 - SUBMISSION OF BIDS

12.1 Submit bids on Bid Forms supplied herein. Bids shall be submitted at the time and place indicated in the CALL FOR BIDS and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the Bid Security.

If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

12.2 Bids received after the time and date specified in the CALL FOR BIDS shall not be considered and will be returned unopened.

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a bid will not prejudice the rights of Bidder to file a new Bid

SECTION 14 - OPENING OF BIDS

14.1 At the specified time and place as indicated in the CALL FOR BIDS, Bids shall be opened publicly and read aloud.

14.2 An abstract of the amounts of the base bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are approximate only and for the purpose of providing a bidder with information that may

be used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. It shall be the Bidder's responsibility to determine if a different quantity of any item required and to bring the same to the attention of the City Engineer, or Consultant prior to submittal of the Bid.

14.4 Notwithstanding any other provision contained in the Contract Documents, the City reserves the right to reject any and all bids, or portions thereof, and waive any and all irregularities, and the right to disregard any or all nonconforming, unbalanced, or conditional bids or counter proposals. The City may reject, as non-responsive, any or all bids where bidders fail to acknowledge receipt of addenda as prescribed. If the City elects not to reject a bid which fails to acknowledge receipt of any addendum, the bid shall be construed as though the addendum has been received and acknowledged by the Bidder.

14.5 The bids supplied shall be a Unit Price Bid. Unit Price bids for the work items shall be based on estimated quantities for the purpose of determining the best and Lowest Bidder and unit prices as shown in the Bid Form (see Paragraph 14.3 above). In the event that work in addition to estimated quantities is required, compensation to the Contractor shall be based on the unit prices indicated in the Bid Form. For basis of award, discrepancies between the total Bid and the sum of columns of figures shall be resolved in favor of the total Bid. Contractor shall be responsible for the accuracy of the arithmetic of the bid, in particular with the addition of the columns to match the total Bid. City has the right to accept the total Bid whether it is less or more than any additions of any columns or extensions and prorate the unit prices to match the total Bid amount. Contractor shall lose his bid deposit if contract award is not accepted by such Contractor.

SECTION 15 - BIDS TO REMAIN OPEN

15.1 All Bids shall remain open for sixty (60) days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15.2 Extensions of time when bids shall remain opened beyond the sixty-day period may be made only by mutual agreement between the City, the Lowest and Best Bidder, and the Surety, if any, for the Lowest and Best Bidder.

SECTION 16 - AWARD OF CONTRACT

16.1 Award shall be based on products, equipment and materials named in the Contract Documents.

16.2 In evaluating Bids, City shall consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements.

16.3 In evaluating Bids, City shall consider the information provided by the Bidder as described in these INSTRUCTIONS TO BIDDERS.

16.4 The Lowest and Best Bidder shall submit, to City, documentation evidencing its capability to obtain Performance and Payment Bonds and to perform classes of work contemplated, and the necessary plant and sufficient capital, to execute the work properly within the time specified. **This information must be received by City as per Section 10 above.**

16.5 The City shall require the Lowest and Best Bidder to submit a certified statement describing his organization, plant, manpower and financial resources, and list all previous and/or ongoing construction contracts over the last 5 years, regardless of amount or completion status. Information shall be submitted on the Associated General Contractors of America Form "Standard Questionnaires and Financial Statement for Bidders", available from AGC, 1957 "E" Street, N.W., Washington, D.C., 20006, or other form acceptable to City. The information shall be certified by a Certified Public Accountant for bids over $25,000 and shall be submitted to the City prior to Contract Award. The City, at its discretion, may require any or all of the above listed information from any other Bidder.

16.6 City may consider qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form and Section 10 of these Instructions.

16.7 City may conduct such investigations and require supplemental information as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, proposed equipment and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

16.8 City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.

16.9 **City reserves the right to reject the Bid of any Bidder which is or was behind on the approved completion schedule for any existing or past contracts with the City, is in litigation with the City, has previously defaulted on a contract with the City, has delayed or skipped subcontractor payment(s), or has provided unsatisfactory performance on current or previous City Contracts.**

16.10 If the Contract is to be awarded, it will be awarded to the best and lowest responsible Bidder on the basis of the total Bid amount, qualifications, experience, and ability to perform the work. City reserves the right to reject all bids or portions thereof.

SECTION 17 - BONDS AND INSURANCE

17.1 The General and Special Supplemental Conditions set forth the City's requirements as to Bonds and Insurance. When the Successful Bidder delivers the executed Agreement to City, it shall be accompanied by the required Bonds, Insurance Certificates, and Endorsements on forms prescribed by City. The City must receive with Successful Bidder executed Agreement copies of all insurance policies for the insurance requirements set forth in the General and Special Supplemental Conditions. Attorneys-in-fact who sign Bid Bonds, Performance Bonds and Payment Bonds must file with such Bonds a certified copy of their power-of-attorney to sign the Bonds.

SECTION 18 - SIGNING OF AGREEMENT

18.1 When City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days of receipt thereafter, Successful Bidder shall sign and deliver at least two (2) counterparts of the Agreement to City, together with the documents described in Section 17 above attached. Within ten (10) days after receipt of the properly executed and completed submittal, City will deliver a fully signed counterpart to Successful Bidder.

18.2 Failure by a Successful Bidder to whom the contract is awarded to execute the Agreement, or to correctly complete or furnish required Bonds or insurance certificates and endorsements, shall be just cause for the annulment of the award and the forfeiture of the Bid Security.

18.3 If Successful Bidder is a Corporation, the Agreement shall be signed by the President, attested by the Secretary, and have the Corporate Seal affixed. The executed Agreement shall be accompanied by a Certificate of Good Standing dated within 30 days and an Incumbency Certificate, under oath, executed by Legal

Counsel or the Secretary of the Corporation, and the Corporate Seal if by the Secretary.

18.4 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or correctly complete or furnish the required Bonds, insurance certificates and endorsements within the time period specified in Article 10, Section 18.1 above or fails to comply with submittal requirements specified in Article 20 shall be liable to the City for all damages resulting there from, including reasonable attorneys' fees and costs, and attorneys' fees and costs on appeal. The Bid Security forfeited shall not be a limitation thereon.

SECTION 19 - SCHEDULE OF SUBMITTALS

19.1 Within ten (10) days prior to Contract Award, the Successful Bidder shall submit a preliminary progress schedule and a schedule of projected payments in accordance with the General Conditions. This schedule shall show in a summary fashion the order in which the Successful Bidder proposes to perform the Work and shall indicate approximate starting and completion dates for said projects. This progress schedule shall not replace, but serve as a basis for, the progress schedule submittals to be developed as required in the Specifications. Failure by the Successful Bidder to furnish this Schedule of Submittals, as required, in a sufficiently complete and responsible manner, shall void evaluation of the Bid, and will constitute proof that the Successful Bidder has abandoned all his rights and interests in the award, and his Bid Security may be declared forfeited to the City as liquidated damages, and the Work may be awarded to another Bidder.

SECTION 20 - SPECIAL WARRANTY, GUARANTEE, BOND, INSURANCE, MAINTENANCE, AND CORRECTION PERIOD REQUIREMENTS

20.1 There may be special requirements pertaining to Warranty, Guarantee, Bonds, Insurance, Maintenance, and the Correction Period which are described in the Contract Documents. Bidders shall review these special requirements, if applicable, and reflect in their bids all costs associated therewith.

SECTION 21 – MATERIALS

21.1 Materials produced by convict labor are prohibited from use on the PROJECT unless specific written authority for such use is obtained.

21.2 State produced materials are now allowed.

21.3 State/Local Owned/Furnished/Designated materials may be utilized if it is in the public interest and approved by the CITY.

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit C

Grading, Paving and Drainage Specifications:

The governing specifications for this project are the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction and FDOT Roadway and Traffic Design Standards, latest editions. The following information is in addition to the specifications previously referenced and shall be considered the governing condition in the case of conflicting information between specifications, unless otherwise determined by the ENGINEER/OWNER'S PROJECT MANAGER.

1 **Mobilization/Permits:**

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and State and local laws and regulations. All costs for bonds, building permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall also be included in this Section. At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers.

The basis of payment for **Mobilization/Permits** shall be bid as a LUMP SUM and paid proportionate with the contract time.

2 **Material Testing:**

The bid price for this item shall include, but not be limited to, concrete, subgrade, base, and asphalt testing as required by the contract documents, plans, specifications, and details.

3 **Prevention, Control, & Abatement of Erosion and Water Pollution:**

The CONTRACTOR shall be required to provide Sediment Barrier (Silt Fence/Turbidity Barrier) in accordance with Section 104 Prevention, Control, and Abatements of Erosion and Water Pollution of the Standard Specifications, and Index 102 of the FDOT Roadway and Traffic Design Standards for this project. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items necessary to obtain all NPDES permits and to place the Sediment Barrier as indicated on the plans. All costs for removal of the Sediment Barrier shall also be included in the bid item. Sediment Barrier includes, but is not limited

to, synthetic bales, silt fence, and other similar materials shown in the manual. Refer to the manual for examples of appropriate and inappropriate use of materials. Payment is made per length of material, for each location on the project, regardless of whether the materials are new or relocated. The contractor must maintain the sediment barrier, by removing sediment, throughout the installed life of the product. Also included in this item is any maintenance or replacement of the Sediment Barrier for the duration of the project. The CONTRACTOR will be responsible for the periodic replacement of the Sediment Barrier as necessary to meet NPDES discharge requirements at no additional costs to the CITY.

The CONTRACTOR is responsible for providing an NPDES Permit and subsequent reports associated with the permit. No separate payment is made for maintaining the barrier.

The basis of payment for **Sediment Barrier/NPDES Permit** shall be paid per LUMP SUM.

4 **Construction Layout/Record Drawings:**

The bid price for this item shall include but is not limited to the requirements of Section 100 of the Standard Specifications, as well as all necessary survey work the CONTRACTOR needs to complete the work and prepare the necessary sets of Record Drawings of the completed project showing all variations from the bid plans. This document shall be signed and sealed by a professional surveyor registered to practice in the State of Florida and then submitted to the ENGINEER for approval. The CONTRACTOR shall accurately record the locations and elevations of the pipe work and existing utilities and structures encountered during construction as well as all improvements related to this project.

The basis of payment for **Construction Layout/Record Drawing** shall be bid as a LUMP SUM and paid proportionate with the contract time.

5 **Clearing/Grubbing/Demolition:**

The bid price for this item shall include clearing and grubbing within the areas shown on the plans to be cleared and grubbed. Remove, relocate and dispose of all trees (not designated to remain), stumps, roots and other such protruding objects, buildings, monuments, signs, structures, drainage culverts and associated mitered end sections, appurtenances, existing flexible asphalt pavement, and other facilities necessary to prepare the area for the proposed construction per FDOT Specifications, Section 110. Price and payment will be full compensation for all clearing and grubbing

required per the project plans or as required for the construction of

the entire project, including any necessary hauling, furnishing equipment, equipment operation, and areas required for disposal of debris, leveling of terrain, relocation of trees and landscaping work of trimming, etc., as specified herein, except any areas designated to be paid for separately or to be specifically included in the costs of other work under the Contract.

CONTRACTOR shall coordinate any type of clearing or grubbing restrictions with the City. Any tree that may be salvaged, not impacted, or removed should be coordinated with the City. Native vegetation that is not in the area of the proposed construction is to remain undisturbed. All disturbed areas shall be sodded in accordance with bid item 570-1-2.

The basis of payment for **Clearing/Grubbing/Demolition** shall be paid as a LUMP SUM.

6 **12" Type B Stabilization:**
The CONTRACTOR to bid this item to include all material and labor to install the Subgrade Stabilization under the proposed pavement parking in compliance with FDOT specification. This item will be paid per square yardage.

7 **6" Optional Base Group 6:**
The CONTRACTOR will bid this item to include all material and labor to install base under the pavement reconstruction in compliance with FDOT specification. This item will be paid per square yardage.

8 **Superpave Asphaltic Concrete SP-9.5:**
The CONTRACTOR will bid this item to include all material and labor to install this pavement reconstruction in compliance with FDOT specification. This item will be paid per ton.

9 **Type "C" Inlet:**
The CONTRACTOR will install Inlets in accordance with the FDOT Specifications. This item will be paid per each inlet.

10 **Inlet Modification:**
The CONTRACTOR will adjust inlets in accordance with the construction plans. This item will be paid per each inlet.

11 **Concrete Headwall:**
The bid price for this item shall be for constructing a concrete headwall per the detail in compliance with FDOT specification. This item will be paid per each headwall.

12 – 13 **Pipe Culverts:**

The bid price for this item shall include, but not be limited to, the requirements of Section 430 Pipe Culverts of the FDOT Specifications. The unit cost shall include all materials, manpower and equipment required for installation of drainage pipe at the locations called for in the plans. During construction of inlets specified in plans, excavate, and backfill as specified in Section 125 of the FDOT Specifications. All pipe to drainage structure connections shall be wrapped with filter fabric per FDOT Standard Index No. 201. All pipe joints shall be overlapped with filter fabric per FDOT Index No. 280 in addition to the Manufacturer's gasket recommendations. Cost is to be included in this bid item. The use of rock as pipe bedding shall only be permitted as directed in writing by the ENGINEER. The soil beneath all pipes, unless left undisturbed, shall be compacted to a density not less than 95 percent of the maximum density as determined by AASHTO T-180 for a minimum depth of one (1) foot below the bottom of the excavation. Fiber reinforced pipe shall NOT qualify for use on this project. The area of excavation shall be dry at all times. All material required to provide suitable backfill for the placement of the pipe culvert shall be paid for in the **Pipe Culvert** cost. The basis of payment for **Pipe Culvert** shall be paid per LINEAR FOOT.

14 **Type D Curb:**

CONTRACTOR to install concrete curb – Type D in accordance with the FDOT Standard Specifications and paid per LF of curb.

15 **Concrete w/ Fibermesh (4" Thick) (Sidewalk):**

The bid price for this item shall include, but not be limited to, the requirements of Index 310 of the FDOT Roadway and Traffic Design Standards and Section 522 of the Standard Specifications and the City of Fort Pierce Standards. Price and payment will be full compensation for all work specified in Section 522. Compaction of fill areas including areas under the sidewalk that have been excavated more than 6 inches below the bottom of the sidewalk, to a minimum

of 95% of AASHTO T - 99 density shall be included. Payment includes all forming, contraction joint forming, expansion joint construction, steel reinforcement, finishing, backfilling, detectable warnings, and compaction. This improvement provides ADA walkways.

The basis of payment for **Concrete (4" Thick)** shall be paid per SQUARE YARDS.

16 **Concrete w/ Fibermesh (6" Thick) (Driveway):**

Contractor will install concrete driveways 6" thick in compliance with FDOT Specifications and City of Fort Pierce Standards and paid per square yard of installed concrete. This will include all

grading/base/subgrade and compaction of materials below the driveway.

17 **Performance Turf, Sod:**

The bid price for this item shall include, but not be limited to, the requirements of Section 570 Performance Turf of the FDOT Specifications. Establish a growing, healthy turf over all areas designated on the plans. Sod shall be like kind or as directed by the ENGINEER. The CONTRACTOR shall sod and restore all areas disturbed by construction to a condition equal to, or better than that now existing. Also included in this item is any fertilizer, water, and mowing needed to maintain the turf area until final acceptance of all contract work. The CONTRACTOR will be responsible for repairing all washed-out and eroded areas and watering of the sod until such time as the project is accepted. Water for sod shall be provided in accordance with Section 983 of the FDOT Specifications at no additional cost to the CITY. All disturbed areas shall be covered with a good stand of grass prior upon acceptance by the City of Fort Pierce.

The basis of payment for **Performance Turf, Sod** shall be paid per SQUARE YARD. This improvement provides stabilization of the stormwater improvements.

18 **Signing and Marking**

The CONTRACTOR shall furnish and erect traffic signs at the locations shown in the plans and in accordance with the details shown in the plans. The CONTRACTOR shall furnish and install all striping as indicated in the plans.

The basis of payment for **Signing and Marking** shall be paid as indicated on the Bid Form.

19 **Pickleball Court (complete):**

The bid price for this item shall include, but not be limited to, the construction of a Pickleball Court in conformance with the specifications and requirements specified by the USA Pickleball Association and shall include at a minimum the following improvements: a) 4" thick, 3,000 PSI, concrete slab; b) Plexiflor acrylic coating (color to be selected by City of Fort Pierce); c) Utilization of acrylic paint for court striping; d) netting for each court; and a 6' high, black vinyl coated chain-link fence with four (4) 4' wide, lockable, walk-thru gates. Fill areas under the concrete slab having an excavation greater than 6 inches below the bottom of the concrete slab, shall be compacted to a minimum of 95% of AASHTO T - 99 density.

The basis of payment for Pickleball Court (complete) shall be paid per LUMP SUM.

20 **ADA Detectable Warnings:**

Detectable warnings shall be comprised of concrete brick domed pavers, brick-red in color.

21 **Landscaping:**

All landscaping materials and installation shall conform to the specifications noted in the contract plans. The price of the landscaping shall include the watering, fertilizing, and the warranty of the trees for a period of 12 months from date of completion.

Landscaping shall be paid as indicated on the Bid Form.

22 **Site Lighting:**

Site lighting shall conform to the to the contract plans. The bidder shall be made aware that light poles will be purchased by the City and provided to the contractor for installation.

Site Lighting shall be paid as indicated on the Bid Form.

23 **Irrigation:**

All landscaped areas including sodded areas shall be fully irrigated via connection to the golf course's existing irrigation water source.

Irrigation shall be paid per LUMP SUM as indicated on the Bid Form.

24 **Open Cell Turf Block w/ Granular Fill:**

This item shall be utilized for the construction of a 35' x 75' golf cart staging area as per the detail contained in the plans.

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit D

SECTION 01000 – GENERAL REQUIREMENTS:

1.01 INTRODUCTION:

The specifications and standards presented herein are to assure uniformity and quality of construction of potable water and wastewater facilities that will be connected to FPUA water and wastewater systems. These specifications shall be used in the design and construction of such systems, and applicable provisions herein shall be incorporated into all plans and specifications for new systems or connections to existing systems. In case of conflicts, the following precedence will apply: State and local ordinance, FPUA Resolutions, FPUA approved contracts, FDEP Regulations, these design standards, drawings, and specifications. Conflicts should be brought to the attention of the Utilities Engineer. Both plan and profile drawings are required and shall be submitted to FPUA for review and approval.

A. TERMINOLOGY

Contractor – The Owner, Developer, Builder, Contractor, or other individual, company, or corporation responsible for the construction of potable water and/or wastewater facilities covered by these standards.

FPUA – Fort Pierce Utilities Authority, governed by the Fort Pierce Utilities Authority Board, whose offices are located at 206 South Sixth Street, Fort Pierce, FL 34950.

Director – The Director of Utilities or his authorized representative.

Department – The applicable FPUA Water or Wastewater Department.

Utilities Engineer – FPUA Water/Wastewater/Natural Gas Utilities Engineer or his authorized representative.

Engineer – Engineer of Record.

He, His – Pronouns used to designate either male or female personnel.

1.02 COMMENCEMENT OF WORK:

No construction work shall be started without approval by the Utilities Engineer and by other interested agencies having jurisdiction. A pre-construction meeting shall be held a minimum of 48 hours prior to commencement of construction. All agencies having jurisdiction shall be notified of the preconstruction meeting.

1.03 USE OF RIGHT-OF-WAY:

Permission for use of right-of-way shall be obtained from the appropriate governing agency having jurisdiction. All required right-of-way use permits shall be obtained prior to construction. Owner and Engineer are responsible for applying for and obtaining all required permits.

1.04 OTHER STANDARDS:

These standards and specifications contain certain abbreviated references to standards or specifications of various organizations including, but not limited to, the following:

AASHTO: American Association of State Highway Traffic Officials

ANSI :(USASI, ASA), American National Standards Institute (formerly United States of America Standards Institute, formerly the American Standards Association)

AWWA: American Water Works Association

CSI: Construction Standards Institute

DIPRA: Ductile Iron Pipe Research Association

EPA: Environmental Protection Agency, United States FDEP:

Florida Department of Environmental Protection FDOT:

Florida Department of Transportation, State of Florida FM:

Factory Mutual

FS: Florida Statutes

NEC: National Electrical Code

NEMA: National Electrical Manufacturers Association

OSHA: Occupational Safety and Health Administration - (U.S. Department of Labor)

SFWMD: South Florida Water Management District

TSS (S) : Ten State Standards, i.e., Recommended Standards for Wastewater Facilities

TSS (W) : Ten State Standards, i.e., Recommended Standards for Water Works

UL: Underwriters Laboratories

When standards or specifications are indicated herein by reference, the referenced portion shall apply to the most recent edition of the publication and shall have the same force and effect, to the extent indicated by the references thereto, as if they were included herein in their entirety.

1.05 SAMPLING AND TESTING:

A. Except as otherwise provided, sampling and testing of materials, and the laboratory methods and testing equipment used, when required, shall be in accordance with the latest published standards (including published tentative) or methods of ASTM, (including published tentative) or methods of AASHTO, AWWA, or other such organizations recognized as authoritative for the type of test required.

B. The testing of samples and materials shall be made at the expense of the Contractor, unless otherwise specifically authorized or approved in writing. All test results shall be submitted to the Engineer and Utilities Engineer for review and acceptance.

1.06 LEGAL RESTRICTIONS AND PERMITS:

The Contractor at all times shall observe and comply with all Federal, State, County, City, and other laws, codes, ordinances, and regulations in any manner affecting the conduct of the work. He shall further procure all permits, other than those required by the Engineer, and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Engineer will be responsible for City, County, State, Regional, and Federal permits.

1.07 PUBLIC CONVENIENCE AND SAFETY:

A. Materials stored at the site of the work shall be so placed and the work shall at all times be so conducted as to cause no obstruction to vehicular or pedestrian traffic. No roadway shall be closed except by express permission of the authorized public agency having jurisdiction. Contractor is responsible for public convenience.

B. Precaution shall be exercised at all times for the protection of persons and property. The Contractor shall be responsible for safety on the job site. The safety

provisions of applicable laws, building codes and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of OSHA, and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America.

1.08 CHEMICAL USAGE:

All chemicals used during project construction or furnished for project operations, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either U.S. Environmental Protection Agency or U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict conformance with environmental regulations. Any chemicals used in construction or operation of the water system shall be NSF International approved.

1.09 PROTECTION OF PROPERTY

A. The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, and underground structures, etc., on and adjacent to the site of the work. If work is to be performed in an easement on private property, then affected property owners shall be notified 24 hours in advance of construction.

B. The Contractor shall not do any work that would affect any railway track, pipeline, telephone, power transmission line, or other utilities or structure, or enter upon the right-of-way or other land appurtenant thereto, until proper authority has been secured from the proper persons. Act, Chapter 556, Florida Statutes. Utility location agencies shall be given sufficient notice prior to construction in accordance with Underground Facility Damage Prevention and Safety Act, Chapter 556 Florida Statutes.

C. The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in his manner or method or executing said work, from his non-execution of said work, or from defective work or materials, and he shall not be released from said responsibility until the work has been completed and accepted and the warranty requirements fulfilled.

1.10 RESTORATION OF PROPERTY

A. Responsibility: All damage as a result of construction work done to existing structures, wetland areas, roadway pavement, driveways, other paved areas,

fences, utilities, traffic control devices, and any other obstruction not specifically named herein, shall be repaired, restored, or replaced by the Contractor unless otherwise specified.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore such property, at his own expense, to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in a manner acceptable to the damaged or injured party.

B. Temporary Repairs: All damage named in Paragraph 1.10A above shall be at least temporarily repaired, restored, or replaced immediately following construction efforts at that location. Temporary restoration shall mean putting the affected area back into a safe, usable condition. In no case shall trenches remain open overnight within a street right-of-way unless specific approval is granted by the agency having jurisdiction.

C. Permanent Repairs: All damage named in Paragraph 1.10A above shall be permanently repaired, restored, or replaced no later than the 30 calendar days following the completion of construction at that location unless otherwise stipulated. Permanent repairs will be accomplished in a professional workmanship-like manner in accordance with specifications contained herein, or contract documents, if addressed. The Contractor may be relieved of the 30-day time limit only by specific written agreement with the Utilities Engineer or by the Director.

D. FPUA Restitution: In the event that the Contractor fails to make the permanent repairs within the time specified in Paragraph 1.10 C. above, FPUA at its option will with its own resources or by contract with others, cause the repair, restoration, or replacement of the affected area to be accomplished. The costs of such work will then be deducted either from the next pay request or from any other monies owed the Contractor by FPUA.

E. Protection and Restoration of Easements on and/or Road Right-of-Way, and Private Property: During the course of construction, the Contractor shall take special care and provide adequate protection in order to minimize damage to vegetation, surfaced areas, and structures within the construction right-of-way, easement, or site, and take full responsibility for the replacement or repair thereof. The Contractor shall immediately repair any damage to the private property created by encroachment thereon. Should the removal or trimming of valuable trees, shrubs or grass be required to facilitate the installation within the

designated construction area, this work shall be done in cooperation with the appropriate agency having jurisdiction in the area in which the work takes place. Said valuable vegetation, removed or damaged, shall be replanted, if possible, or replaced by items of equal quality, and maintained until growth is reestablished. Topsoil damaged in the course of work shall be replaced with at least a four-inch layer of suitable material. Following construction completion, the work area along

the route of the installation shall be finish graded to elevations compatible with the adjacent surface, with grassing or hand raking required within developed areas.

F. Sidewalk and Driveway Restoration: Existing sidewalks and driveways removed, disturbed, or destroyed by construction shall be replaced or repaired. Restoration shall be to the nearest joint, right-of-way line or road apron. The finished work shall, as a minimum, be equal in all respects to the original or as required by the specific permit.

G. Cleanup: Work site cleanup and property restoration shall follow behind construction operations without delay. In order to facilitate an acceptable construction site, debris and waste materials shall be removed from the site daily and trenching length versus pipe laying shall be coordinated to preclude overnight trench opening. Construction site maintenance, along with on-going cleanup and final property restoration acceptance, shall be as directed and approved by Engineer, the Utilities Engineer, or the City, State, and/or County, if necessary.

1.11 WORK IN STREETS:

A. Traffic Control: The Contractor shall provide bypasses, crossings, and other means for the maintenance of one-way traffic in all streets, and two-way traffic wherever possible, in all streets where work is in progress. Construction operations shall be carried on only between those hours and days as required by the appropriate agency having jurisdiction, except for operations specified for alternate times or in cases of emergency. The Contractor shall plan and schedule his operations to impose the least possible interference with normal traffic flow. The Contractor is required to have a City, County, or State approved traffic control plan for each situation that may occur during the course of construction. This applies to State-controlled right-of-way as well as City or County right-of-way. The traffic control plan must be submitted to the appropriate agency having jurisdiction in adequate time prior to any activity for review and approval.

B. Traffic Control Devices, Signs, and Barricades: The Contractor shall provide, erect, and maintain effective barricades, traffic control devices, danger signals, and signs on all intercepted streets or highways and in other locations where

required for the protection of the work and the safety of the public. Barricades or obstructions that encroach on, or, are adjacent to, public rights-of-way shall be provided with lights that shall be kept burning at all times between sunset and sunrise. Conformity with State, County, City, and local laws and regulations is required in the use of streets and highways. The Contractor shall be responsible for all damages resulting from any neglect or failure to meet these requirements. Flagmen shall be provided as required by local regulations or as necessary to fulfill the requirements stated herein.

C. Traffic and Services: Adequate means of access to all public and private properties during all stages of construction shall be provided. Unless approval in writing is secured from the appropriate agency having jurisdiction, there shall be no interruption of service to present customers of such utilities requiring repairs, changes, or modifications caused by the construction work.

D. Applicable Codes: The FDOT Roadway and Traffic Design Standards, Uniform Manual for Traffic Control Devices, FPUA Design and Construction Standards, the City of Fort Pierce Ordinances, and the St. Lucie County Ordinances shall be followed as applicable.

1.12 DISRUPTION TO EXISTING SYSTEM OPERATIONS:

The Contractor shall perform operations necessary for connecting to the existing system at times of minimum flow rate. Said operations shall be accomplished expeditiously in order to minimize service disruption. All schedules shall be coordinated with and approved by the Utilities Engineer. A plan for connection shall be submitted to the Utilities Engineer at a minimum of 72 hours prior to connection.

1.13 MINIMIZING SILTATIONS AND BANK EROSION:

During all dewatering or other operations involving the use and disposal of water, suitable means shall be provided by the Contractor to minimize soil erosion, siltation, and sedimentation of natural or artificial ditches, drainage channels, streams, lakes, or other waterways. The Engineer must approve such means proposed by the Contractor prior to any dewatering, pumping, or other water-involved operations in above areas. If required, in the opinion of the Engineer, methods such as stilling basins, baffles, siltation basins, matting, spread-disposal, recharge pits, etc., shall be used by the Contractor to minimize siltation and bank erosion, with said methods in full compliance with FDEP and SFWMD standards and requirements. Copies of all approved and applicable permits from Federal, State, and local agencies shall be in the possession of the Contractor prior to commencing any work.

1.14 SURVEY AND CONSTRUCTION STAKES:

It shall be the responsibility of the Contractor to provide and set in place all construction stakes and marks for lines, grades and measurements necessary or required for the proper prosecution and control of the work. He shall be responsible for the accuracy and preservation of the stakes and marks. The plans shall also show or describe the reference points or monuments from which the Contractor shall lay out the work and the Contractor shall scrupulously preserve these reference points. He shall immediately restore any damaged, dislodged, or lost reference points, at his expense.

1.15 BENCHMARKS AND MONUMENTS:

The Contractor shall carefully maintain all benchmarks, monuments, and other reference points. Survey monuments or benchmarks which have to be disturbed by this construction work shall be carefully witnessed before removal and replaced upon completion of the work by a Professional Land Surveyor, registered in and by the State of Florida.

1.16 EMPLOYEES AND SUPERINTENDENTS:

The Contractor shall employ superintendents, supervisory personnel, and employees who are careful and competent. When FPUA is the owner, FPUA may demand the removal of any person or persons employed by the Contractor on the work who shall be incompetent, unsafe, or negligent in the proper performance of their duties, or neglect or refuse to comply with the directions given.

1.17 SANITARY PROVISIONS:

The Contractor shall provide and maintain in a neat and sanitary condition, accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of OSHA, State, local health department, or other agencies having jurisdiction.

1.18 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS:

The entire installation and each part thereof shall be constructed in the position required, the finished surfaces of structures shall conform to the elevations and gradients specified, and all parts of both substructures and superstructures shall be in proper alignment and adjustment and confirmed by the Engineer of Record during and/or prior to actual installation. The Contractor shall provide all frames, forms, false work, shoring,

guides, anchors, and temporary structures that may be required to assure these results. Any deviation from the plans and working drawings that may be required must have prior approval of the Engineer and the Utilities Engineer.

1.19 SUBSTITUTIONSOR"APPROVEDEQUALS":

Whenever a material or article required is specified or shown on the approved plans by using the name of the proprietary product or of a particular manufacturer or vendor, it shall be considered that this was done only for the purpose of establishing a standard of quality for the specified materials. Any material or article which will perform the function imposed by the general design will be considered equal and satisfactory, provided the Utilities Engineer is assured the material or article so proposed is of like substance, form and function. Such substitutions shall not be purchased or installed without written approval from the Utilities Engineer. Substitution may be restricted because of inventory control.

1.20 INSPECTION BY DEVELOPER- NOT USED

1.21 INSPECTION BY OTHER AGENCIES:

The EPA, the U.S. Department of Labor, the DEP, and other authorized governmental agencies having legal interest in the project shall have free access to the site for inspecting materials and work, and the Contractor shall afford them all necessary facilities and assistance for doing so. Any instructions to the Contractor resulting from these inspections shall be given through the Engineer or Utilities Engineer. These rights of inspection shall not be construed to create any contractual relation between the Contractor and these agencies.

1.22 CONTRACTOR'SFIELDDRAWINGS

A. The Contractor is required to maintain a working set of drawings.

B. Contractor must notify Utilities Engineer to allow him to be present at all critical times such as tie-ins, utility crossings, pressure testing, pigging, flushing, chlorinating, structure installations, televising, lift station start-up and testing or any other events as determined by the Utilities Engineer.

C. The Contractor shall be responsible for obtaining a current copy of the FPUA Water/Wastewater Engineering "Design and Construction Standards," available at www.FPUA.com.

D. The Contractor shall provide all necessary equipment required to perform his job in a professional manor.

E. In the event that construction is required in public right-of–ways or public easements, the Contractor shall provide a detailed VHS or digital video of the construction route, which will be reviewed by the Utilities Engineer. The video must be provided to FPUA a minimum of one week prior to the start of construction.

F. There will be no deviations to the design on any portion of the project without the approval of the Utilities Engineer. The Contractor will be responsible for providing pictures of all points of conflict or approved changes in the design.

G. The Contractor will be required to keep detailed daily reports to be turned in to the Utilities Engineer on a weekly basis. He shall keep accurate mark-ups on the approved utility plans to include all daily measurements and utility clearances. These plans will serve as the project engineer's point of reference for the creation of record drawings. At project completion, said plans shall be turned over to the Utilities Engineer.

1.23 CONTRACTOR AS-BUILT/RECORD DRAWINGS

As-Built drawings are the sole responsibility of the Contractor. The Contractor shall utilize the services of a surveyor as referenced in Section 1.20 to compile accurate record drawings in conformance with all requirements listed below.

A. All record information shall be placed in the following datums:
1. Horizontal: NAD 1983 State Plane Florida East Zone 0901 Foot
2. Vertical: NGVD29 or NAVD88 - (NAVD88 benchmarks are not as readily available however use when possible)
3. Datums shall be clearly identified on ALL submittals.

B. All entities (lines, points, etc....) in AutoCAD files shall be placed in datums listed above. A drawing file referenced to a datum will not be acceptable. For example, an AutoCAD file may be drawn to a benchmark however placed on coordinate system such as (0,0) or (10,000,10,000). All associated or x-ref files shall adhere to datum requirements.

C. Submittals for Record drawings are listed below:
1. First Submittal and Re-submittals
   i. (2) Complete set on paper (Bond).
2. Final Submittal
   i. (2) Complete sets on paper (Bond).
   ii. (1) Complete set on Mylar (Matte Film)

iii. (1) CD with AutoCAD File and any related files.

D. All utility record drawing information shall be placed in one AutoCAD file. All layouts shall be in paper space regardless of plan and profile sheet count.

E. All utility plans shall not be larger than 24" by 36" paper size and shall adhere to one of the following scale schedule: 1" = (10', 20', 30', 40', 50'). All related profiles shall be one-tenth scale of the plan: 1"= (1', 2', 3', 4', 5').

F. All plans shall be printed as a utility plan. All utility infrastructures shall be clearly legible. For example, other utilities such as drainage shall be shown but grayed out.

G. All utilities shall use the following layering convention:

1. Proposed and/or Existing underground – P-U-*-%

i. Use "P" and/or "E" for proposed and existing, respectively.
ii. The * can be replaced with Water, Sewer, Raw, Gas, Electric
iii. The % can be replaced with the following:
1. FH = Fire Hydrant
2. VALVE = Gate, Check, Butterfly, etc....
3. MH = Manhole
4. LS = Lift Station
5. ARV = Air Release Valve
6. BO = Blow Off
7. REDUCER = Reducer
8. FITNS = Fittings
9. Other layers may be used as deemed necessary by the engineer of record
iv. Examples: P-U-Water-FH, E-U-Sewer-MH, etc....

H. Prior to submittal to the Utilities Engineer, all other formats of digital record drawings shall be converted to AutoCAD 2004 or later.

I. All changes to design location of all material shall be drawn to scale.

J. Draw in detail any substantial changes.

K. Include linear footages installed for all pipelines (water and sewer).

L. Mark depth of pipelines (water and sewer) from grade every 100 feet.

M. Confirm all design utility separations on record drawings (vertical & horizontal).

N. Denote all pipeline horizontal location from edge of pavement and right-of-way.

O. Mark locations and footage of all laterals from the downstream manhole.

P. Mark all grade, footages and inverts on sanitary runs and manholes.

Q. Include make, model number, impeller size, float settings and serial number of pumps.

R. Mark all bacteriological sampling points on plans.

S. Bore logs required for all directional drills: include on record drawing depicting both horizontally and vertically.

T. GPS all appurtenances with sub meter or greater accuracy (valves, fittings, hydrants, etc.) using datum listed in Item 1.22(C).

U. All language on record drawings shall be present tense.

V. Mark all pipeline material changes, for example PVC, DIP, and HDPE.

W. Show location of all other on-site utilities with respect to off-site utilities.

X. Show any dedicated easements, identified by O.R. Book and Page Number.

1.24 DEFECTIVE AND UNAUTHORIZED WORK:

A. All work that has been rejected or condemned shall be removed and replaced unless a repair is approved by the Utilities Engineer. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of the work and replaced with satisfactory material by the Contractor at his own expense.

B. Upon reasonable cause, due justification by, and at the request of FPUA, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore the said portions of the work to the condition required by the approved plans and specifications. If the work uncovered is rejected, then the Contractor is responsible for restoration, as well as repair. Otherwise, FPUA will bear responsibility.

C. Failure to reject any defective work or material during construction shall not prevent later rejection upon discovery prior to acceptance or obligate FPUA to final acceptance.

1.25 WARRANTY:

A. One Year Warranty Period: If, within one year after the date of final acceptance by FPUA or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the contract documents, or by any specific provision of the contract documents, any work is found to be defective, the Contractor shall promptly, without cost to FPUA and in accordance with written instructions from the Engineer and/or the Utilities Engineer, either correct such defective work, or if it has been rejected, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, FPUA may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstance where a particular item of equipment is placed in continuous service before substantial completion of all the work, the warranty period for that item may start to run from an earlier date if so provided by the specifications or by written amendment to the Contract Documents.

B. Emergency Repairs: During the time that a utilities construction project is either under construction or under a warranty period, emergencies which arise must be handled as the situation dictates. In as much as each situation is unique because

of time, place, and circumstance, the following guidelines will be used to the extent possible:

1. An emergency is defined as a situation, which develops suddenly and demands immediate action to halt a worsening condition.

2. Upon notification of an emergency situation, FPUA will respond as rapidly as possible to bring the situation under control, i.e., to terminate the emergency. The Contractor will be notified of the situation, as soon as practical by FPUA. Repairs, which must be affected in the aftermath of an emergency, are the responsibility of the Contractor.

3. Those non-emergency type repairs must be complete or at least in progress within seven (7) calendar days of notification by FPUA.

4. Any repairs accomplished under this section by FPUA are subject to be billed to the Contractor.

5. If circumstances warrant, notifications should be given to the Emergency Operations Center 911.

1.26 UTILITY EASEMENTS – NOT USED

1.27 ACTIVATION OF NEW SERVICES- NOT USED

1.27 EQUIPMENT INSTALLATION – NOT USED

1.28 NAMEPLATES – NOT USED

1.29 MODIFICATIONS TO EXISTING EQUIPMENT:

Should modifications to existing FPUA equipment be required in order to achieve the required operational facility, the Engineer shall coordinate all designs and construction procedures with the Utilities Engineer and receive advance approval there from. Additionally, the Engineer shall consult with, and obtain the written commendation of, the existing equipment manufacturer regarding any such modifications, and include all such information in the approval presentation.

1.30 SALVAGE:

Existing equipment and materials that are to be removed during the course of modification work, including pumps, motors, and pump parts; pipe, valves, and fittings; electrical and control parts; and other salvageable items, shall remain the property of Contractor, unless otherwise specified.

1.31 EQUIPMENT OPERATING TESTS – NOT USED

1.32 MANUFACTURER SUPERVISION- NOT USED

1.33 OPERATING INSTRUCTIONS AND PARTS LISTS – NOT USED

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01150 - MEASUREMENT AND PAYMENT

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establish the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. OWNER or ENGINEER do not assume any responsibility for the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 PAYMENT

Lump Sum Items Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item.

Unit Price Items Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the Work, shall be considered to be included in the scope of the appropriate listed work items.

Payment for the following unit price items will be made only upon satisfactory density test results being submitted with the progress payments:

a) Water mains

b) Gravity sewer

c) Manholes

1.05 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall

be included in the applicable pay items of work:

- Mobilization
- Clearing and grubbing
- Trench excavation, including necessary pavement removal, except as otherwise specified
- Structural fill, backfill, and grading
- Cleanup
- Foundation and borrow materials, except as hereinafter specified
- Testing and placing system in operation
- Any material and equipment required to be installed and utilized for tests
- Maintaining the existing quality of service during construction
- Appurtenant work as required for a complete and operable system
- Cost for security (unless special circumstances as approved by the Engineer)
- Distribution of door hangers
- Material storage areas
- Disposal of excess fill and debris
- Scheduling and calling for utility locates

Cleanup Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

Work Outside Authorized Limits No payment will be made for work constructed outside the authorized limits of work.

1.06 APPLICATIONS FOR PAYMENT

Applications for Payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement.

Applications for Payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.07 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions To the Work The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 – PRODUCTS- NOT USED

PART 3 – EXECUTION- NOT USED

END OF SECTION

SECTION 02200 - UTILITY EXCAVATION, TRENCHING, AND BACKFILLING

PART 1 - GENERAL

1.01 GENERAL

The provisions set forth in this section shall be applicable to all underground wastewater and water piping installations, regardless of location, unless prior approval is received from the Utilities Engineer for special design considerations. All excavations shall be properly shored, sheeted and braced or cut back at the proper slope to provide safe working conditions, to prevent shifting of material, to prevent damage to structures or other work and to avoid delay to the work, all in compliance with the U.S. Department of Labor Occupational Safety and Health Act (OSHA), the State of Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes, or as amended)., and under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3701 et seq., as amended). The minimum shoring, sheeting, and bracing for trench excavations shall meet the general trenching requirements of the safety and health regulations. In all cases where a conflict exists in the requirements of OSHA Regulations, Florida Trench Safety Act, and these specifications, the requirements of the state agency shall prevail.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. SHEETING AND BRACING:

1. Wood sheeting left in place shall be pressure treated with preservative in accordance with the current requirements of the American Wood Preservers Association Manual of Recommended Practice.

2. Steel sheeting left in place shall be as specified in ASTM Designation A328.

B. CONCRETE:

Required concrete shall have a minimum 3,000 pounds per square inch compressive strength.

PART 3 – EXECUTION

3.01 TRENCHING:

A. Trench Dimensions: The minimum width of the trench shall be equal to the outside diameter of the pipe, plus 12 inches, and the maximum width of trench, measured at the top of the pipe, shall not exceed the outside pipe diameter plus

two feet, unless otherwise shown on the drawing details or approved by the Engineer.

B. Trench Grade: Standard trench grade shall be defined as the bottom surface of the utility to be constructed or placed within the trench. Trench grade for utilities in rock or other non-cushioning material shall be defined as six inches below the outside of the bottom of the utility, which six inches shall be backfilled with extra utility bedding material. Excavation below trench grade that is done in error shall be backfilled to trench grade with granular material and compacted.

C. Utility Bedding: The bottom of the trench shall be shaped to provide a firm bedding for the utility pipe. The utility shall be firmly bedded in undisturbed firm soil, or hand-shaped unyielding material. The bedding shall be shaped so that the pipe will be in continuous contact therewith for its full length and shall provide a minimum bottom segment support for the pipe equal to the spring line of the pipe or one-half of the outside diameter of the barrel. Bedding shall be installed in accordance with ANSI/AWWA C150/A21.50. Special bedding may be required, due to depth of cover, impact loadings, or other conditions.

D. Unsuitable Material Below Trench Grade: Soil unsuitable for a proper foundation encountered at or below trench grade, such as muck or other deleterious material, shall be removed for the full width of the trench and to the depth required to reach suitable foundation material, unless special design considerations receive prior approval from the Utilities Engineer. Backfilling below trench grade shall be in compliance with the applicable provisions of Subsection M, "Backfill", with material as specified under Paragraphs M.1. and M.2 of this section.

E. Extra Utility-Bedding Material: When rock or other non-cushioning material is encountered at trench grade, excavation shall be extended to six inches below the outside of the bottom of the utility, and a cushion of granular material rock shall be provided. Utility-bedding material shall be installed as specified under Paragraph M.2.

F. Sheeting and Bracing: In order to prevent damage to property, injury to persons, erosion, cave-ins, or excessive trench widths, adequate sheeting and bracing shall be provided, as required, and/or directed by the Engineer, in accordance with accepted standard practice. When the situation arises, sheeting and bracing shall be used as necessary to protect the integrity of the road shoulder. Sheeting shall be removed when the trench has been backfilled to at least one-half its depth, or when removal would not endanger the construction of adjacent structures. When required, to eliminate excessive trench width or other damage, sheeting, bracing, or shoring shall be left in place and the top cut off at an elevation of 5.0 feet below finished grade, unless otherwise directed.

All sheeting and bracing will be in accordance with OSHA and the Florida Trench Safety Act.

G. Excavated Material: Excavated material to be used for backfill shall be neatly and safely deposited at the sides of the trenches where space is available. Whenever possible, excavated material near a roadway should be deposited on the right-of-way side of the trench away from the travel way. Where stockpiling of

excavated material is required, the Contractor shall be responsible for obtaining the sites to be used and shall maintain his operations to provide for natural drainage and not present an unsightly appearance. All sites shall be restored after fill is removed.

H. Material Disposal: Excess, unsuitable, or cleared and grubbed material resulting from the utility installation shall be removed from the work site and disposed of a location(s) secured by the Contractor, and in accordance with the agency having jurisdiction. Excess excavated material shall be spread on the disposal site and graded in a manner to drain properly and not disturb existing drainage conditions, in accordance with applicable permit requirements.

I. Borrow: Should there be insufficient satisfactory material from the excavations to meet the requirements for fill material, borrow shall be obtained from pits secured by the Contractor. All borrow shall meet the provisions of these specifications.

J. Rock Excavation: Rock excavation shall be defined as excavation of any hard natural substance that cannot be removed by a one cubic yard bucket and requires the use of explosives and/or special impact tools such as jackhammers, sledges, chisels, or similar devices specifically designed for use in cutting or breaking rock.

K. De-watering: Utilities shall be laid "in the dry," unless otherwise approved. Trench excavations may be dewatered by using one or more of the following methods: well point system, sumps with pumps, or other methods(s) as approved by the Engineer. Dewatering systems shall be utilized in accordance with good standard practice and must be efficient enough to lower the water level in advance of the excavation and maintain it continuously to keep the trench bottom and sides firm and dry. If the material encountered at trench grade is suitable for the passage of water without destroying the sides or utility foundation of the trench, sumps may be provided at intervals at the side of the main trench excavation, with pumps used to lower the water level by taking their suction from said sumps. Discharge from dewatering shall be disposed of in such a manner that it will not interfere with normal drainage of the area in which the work is being performed, create a public nuisance, or form pending. All discharge shall be in accordance with any SFWMD issued permits. The operations shall not cause injury to any portion of the work completed, or in progress, or to the surface of streets, or to private property. The proposed dewatering method(s) and schedule shall be approved by the Utilities Engineer and necessary regulatory agencies prior to construction.

Additionally, where private property will be involved, advance permission shall be obtained in writing by the Contractor.

L. Obstructions: It shall be the Contractor's responsibility to acquaint himself with existing conditions and to locate structures and utilities along the proposed utility alignment in order to avoid conflicts. Where actual conflicts are unavoidable, work

shall be coordinated with the facility owner and performed so as to cause as little interference as possible with the service rendered by the facility disturbed. All affected utilities shall be notified prior to excavation in their vicinity.

M. Backfill in Existing Traffic Zones:

1. General: Backfill material shall be clean earth fill composed of sand, clay, and sand, sand and rock, crushed rock, or an approved combination thereof. Backfilling shall be divided into three specified areas: First, from trench grade to a point 12 inches above the top of the utility, called the pipe zone; second, from the top of the pipe zone to the bottom of the sub-grade; and third, from the bottom of the replacement base course to the replacement surface, see standard details. Where encasements or other below-grade concrete work have been installed, backfilling shall not proceed until the concrete has obtained sufficient strength to support the backfill load. The frequency of density testing is to be specified by the Engineer on the Construction Drawings.

At a minimum, density testing will be at each manhole and tested at one point between manholes as specified by FPUA. On a sanitary sewer line, density testing is required at least one point along the run when the service line is under pavement. In a development, when there are many sanitary sewer services, at least 25% of all services need to have a density test in conjunction with the sewer main as directed by FPUA. Force mains, gas mains, and water mains under pavement will require a density test every 200-feet.

2. Pipe Zone: Granular material shall be carefully placed and tamped around the lower half (springline) of the utility. Backfilling shall be carefully continued until the fill is 12 inches above the top of the utility, using the best available material from the excavation, if approved. The material shall be lowered to within two feet above the top of pipes before it is allowed to fall, unless the material is placed with approved devices that protect the pipes from impact. The pipe zone shall exclude stones, or rock fragments larger than one inch for either ductile iron or PVC pipe.

3. Second Area: The remainder of the trench, about the pipe zone and below the sub grade, shall be backfilled and compacted in layers not exceeding 12 inches. Compaction of each lift shall be equal to 98% of maximum density as determined by AASHTO Specification T-99.

4. Shoulder Restoration: All shoulder restoration shall be in accordance with the applicable permit requirements of the agency having jurisdiction.

5. Compaction Methods: The above-specified compaction shall be accomplished using accepted standard methods (powered tampers, vibrators, etc.), with the exception that the first 12 inches of backfilling over the pipe shall be compacted by hand-operated tamping devices. Flooding or puddling with
water to consolidate backfill is not acceptable, except where sand is encountered and the operation has been approved by the Utilities Engineer.

6. Density Tests: Density tests for determination of the above-specified compaction shall be made by a testing laboratory approved by the Engineer and at the expense of the Contractor, or as otherwise specified. Test locations will be determined by the Engineer, and the permit agency having jurisdiction. Tests shall also be made where a trench crosses a paved roadway or future paved roadway. If any test results are unsatisfactory, the Contractor shall re-excavate, recompact the backfill, and retest, at his expense until the desired compaction is obtained. Additional compaction tests shall be made to each side of an unsatisfactory test, as directed, to determine the extent of re-excavation and re-compaction necessary.

N. Backfill in New Traffic Zones: Compaction and testing requirements for backfill in areas of new road construction, i.e. subdivisions, shall be the same as for "Existing Traffic Zones," except:

1. One compaction test shall be required 24 inches above the top of the pipe.

2. Although the trench must be backfilled and compacted in 12-inch lifts as required in "Existing Traffic Zones," compaction tests are required in each 12-inch lift.

O. Backfill in Non-traffic Zones: Backfill must be placed as specified in Subsection M for the pipe zone. Above the pipe zone, the trench must be backfilled to natural density or to 95% of AASHTO T-99, whichever is greater.

P. Protective Concrete Slab: Protective concrete slabs shall be installed where required by the Utilities Engineer, to protect the installed utility against excessive loads, or when insufficient cover exists.

Q. Sodding: Fertilizing and sodding operations will be carried out in accordance with the permit agency having jurisdiction.

END OF SECTION

SECTION 02600 - UTILITY EXCAVATION, TRENCHING, AND BACKFILLING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK:

A. This section includes the material and installation standards for pipe, fittings, valves, and appurtenances, as applicable to wastewater and water installations.

B. The data included herein generally makes no reference to the service utilization for the item specified and are to be used as the standards for approved materials indicated under specific facility installations, as set forth in other sections.

C. Required specialty items not included under this section shall be high quality and consistent with approved standards of the industry for the applicable service installation.

PART 2 – PRODUCTS

2.01 PIPE AND FITTINGS:

A. Identification: All pipe and fittings shall be clearly marked with the name or trademark of the manufacturer, the batch number, the location of the plant, and strength designation, as applicable. All water main pipe, force main pipe and reuse pipe shall be marked by the use of a continuous multi-strand wire, 10 gauge THHN, blue in color for water mains, green in color for force mains, and purple in color for reuse mains, for the entire length of the pipe. The wire shall be affixed to the top of the pipe by identification tape. In situations where identification tape will not adhere to the pipe, the marking wire shall be wrapped around the pipe. Where splices are required, they shall be in accordance with FPUA Standards. Identification tape shall be buried 18" below finish grade directly above all mains and shall clearly identify the location and type of main buried below. All mains shall have locator boxes installed a minimum of every 1,000 feet. When utilities are installed in easements or rights-of-way, located in open fields or desolate areas of the FPUA service territory, a vertical fiberglass utility marker shall be place alongside each corresponding locator box.

1. PVC or DIP *water main* shall be blue in color and have "WATER MAIN" permanently printed in three locations equally spaced around the circumference of the pipe for the entire length of the pipe. Identification tape with the words "WATER MAIN" must be attached to the top of the pipe in such a way as to affix the locator wire to the pipe.

2. PVC or DIP *force main* shall be green in color and have the words "FORCE MAIN" permanently printed in three locations equally spaced around the circumference of the pipe for the entire length of the pipe. Identification tape with the words "FORCE MAIN" must be attached to the top of the pipe

in such a way as to affix the locator wire to the pipe.

3. PVC or DIP *reuse main* shall be purple in color. The words "REUSE MAIN" shall be permanently printed in three locations equally spaced around the circumference of the pipe for the entire length of the pipe. Identification tape with the words "REUSE MAIN" must be attached to the top of the pipe in such a way as to affix the locator wire to the pipe.

B. Corrosive Environments: All fittings, valves, and appurtenances, for use in corrosive environments shall have exterior epoxy coatings conforming to

ANSI/AWWA C116/A21.16 and all associated hardware shall be 316 Stainless Steel. Additionally, valves that are installed in corrosive environments shall be supplied with a cast bronze valve stem and 2-inch operating nut. Corrosive environments are defined as any location that is in close proximity to salt water (for example, the beach or the Indian River flood plain.)

C. Ductile Iron, General:

1. Pipe: Pipe shall be in accordance with ANSI/AWWA C151/A21.51, Class 250 (minimum), unless heavier class is required for conditions.

2. Fittings: Ductile iron pipe fittings shall conform to ANSI/AWWA C110/A21.10 and ANSI/AWWA C153/A21.53, Class 250 minimum.

3. Joints:

(a) "Push On" and mechanical joints shall be in accordance with ANSI/AWWA C111/A21.11.

(b) Restrained joint assemblies with mechanical joint pipe shall be the "Flex-Ring," "Lok-Ring," or mechanical joint coupled as manufactured by American Cast Iron Pipe Company, "Mega-Lug," Stargrip Series 3000/4000 or approved equal.

(c) Flanged pipes and connections, including all bolts, nuts and gaskets, shall be in accordance with ANSI/AWWA C115/A21.15.

4. Coatings and Linings:

(a) Ductile iron pipe and fittings for used water shall have an exterior asphaltic coating and shall be cement mortar lined with a bituminous sealed coasted in accordance with ANSI/AWWA C151/A21.51 and ANSI/AWWA C104/A21.4.

(b) All Ductile Iron pipe and fittings used for wastewater shall have an exterior asphaltic coating and an interior ceramic epoxy coating (Protecto 401).

(c) Machined surfaces shall be cleaned and coated with a suitable rust-preventive coating at the shop immediately after being machined.

D. Polyvinyl Chloride (PVC) Water Pipe and Wastewater Force Main:

1. PVC will be acceptable for wastewater force mains and water mains up to and including 30-inch diameter pipe.

2. PVC pipe must meet requirements as set forth in AWWA C900 and C905 and bear the National Sanitation Foundation seal for potable water pipe.

   Provisions must be made for contraction and expansion at each joint with a rubber ring and integral thickened ball as part of each joint. Pipe and fitting must be assembled with nontoxic lubricant.

3. Design working pressure:
   Water Main & Force Main:

C900, DR-18	C905, DR-18
(Pressure Class 150)	(Pressure Rating 235)
4" to 12"	14" to 30"

4. Connections for pipe two inches or greater in diameter shall be rubber compression ring-type. Pipe shall be extruded with integral thickened wall bells without increase in dimension ratio (DR). Rubber ring gaskets shall consist of synthetic compounds meeting the requirements of ASTM D1869 and suitable for the designated service.

E. Polyvinyl Chloride (PVC) Wastewater Gravity Pipe:

1. ASTM D1734 and ASTM D1784 Specifications for Rigid Polyvinyl Chloride Pipe Compounds.

2. ASTM D3034 and ASTM D789 Specifications for (PVC) Plastic Pipe (SDR-26) Bell and Spigot.

3. ASTM D3212 flexible gasket joints for PVC sewer compression-type. The gasket shall comply with ASTM F477

F. Polyethylene Services:

1. All main line taps to be made using either stainless steel double strap service saddles with iron pipe threads or full circle brass service saddles (when approved by Utilities Engineer).

2. Corporation stops to be provided with all service saddles and taps. Corporation stops shall be manufactured of brass alloy in accordance with

ASTM B62 (latest edition) as approved by Utilities Engineer. Inlet threadOutlet connections shall have a compression-type fitting.

3. Polyethylene tubing for 1 and 2-inch water services shall conform to AWWA C901 subject to the following design criteria: Standard Code Designation PE3408, Pipe Class 200, and Dimension Ratio (DR) 9.

   Tubing shall bear identification markings, which shall remain legible during normal handling, storage, and installation, and which have been applied in a manner that will not reduce the strength of the product or otherwise damage the tubing. Marking on the tubing shall include the following and

   shall be applied at intervals of not more than 5 feet: nominal size, material code designation, dimension ratio, pressure class, manufacturer's name or trademark and production record code, and seal (mark) of the testing agency that certified the suitability of the tubing material for potable water products.

4. Joints for polyethylene tubing shall be of the compression type utilizing a totally confined grip seal and coupling nut. Stainless steel inserts shall also be used for all tubing services.

5. All service lines crossing under any road rights-of-way or permanently paved or concrete areas to be provided with a schedule 40 PVC casing. Casing shall extend a minimum of five feet beyond either side of pavement. Casing ends shall be sealed with Permagum duct seal, no duct tape shall be allowed.

Service Line (Inch)	PVC Casing (Inch)
1	2
2	3

6. All fittings and stops to be high quality water works brass and equipped with compression-type connections.

7. Straight ball meter valves shall be Ford Grip Joint or Mueller (lockwing), double locking or approved equal.

8. 5/8 – inch x ¾ – inch and 1 – inch meter installations shall be placed in boxes. These boxes shall be cast iron, "Rome" type, or approved equal.

9. Water meters and backflow preventers shall be purchased by the customer and installed by FPUA in accordance with established procurement requirements.

G. Special Items:

1. Expansion Joints: Pipe expansion joints shall be suitable for the

applicable service with a minimum 150 psi working pressure and shall be Style No. 500, as manufactured by Mercer Rubber Company, or approved equal.

2. Tapping Sleeves and Crosses: Tapping sleeve shall be split-type stainless steel with flanged outlet for connection to tapping valve. Body shall be constructed of Grade 18-8 type 304 stainless steel to provide corrosion protection. Flange shall be 18-8 type 304 stainless steel and conform to AWWA C207 class D ANSI 150 lb. drilling. Bolts and nuts are to have 18-8 stainless steel treads, and capable of being torqued to 150 ft lbs. for high sealing capability. Tapping sleeves are to be Ford Fast Tapping Sleeve, JCM or approved equal.

3. Service Saddles: Saddles for PVC or ductile iron pipe shall be stainless steel double strap service saddles with iron pipe threads and the iron body must be epoxy or nylon coated or otherwise approved by the Utilities Engineer. Sealing gaskets shall be suitable for the applicable service and straps shall be corrosion resistant alloy steel.

4. Polyethylene Encasement: Encasements shall comply with ANSI/AWWA C105/A21.5, "Polyethylene Encasement for Ductile Iron Pipe Systems."

2.02 VALVES:

A. GENERAL

1. The valve type, size, rating, flow direction arrow, if applicable, and manufacturer shall be clearly marked on each unit. Valves shall open left (counterclockwise), with an arrow cast in the metal of operating hand wheels and nuts indicating the directions of opening.

2. Valves shall open counterclockwise. Operators shall comply with AWWA C504 with 2-inch square operating nut. Operators shall be fully gasketed and grease-packed to withstand an external water pressure of 10 psi. Valve operators for valves 24 inch and smaller shall be traveling nut or worm gear type fully field adjustable stops so the operator does not have to be disassembled for valve seat adjustment. Valves larger than 24-inch shall be equipped with worm gear type operators. Appurtenances shall be furnished by the valve manufacturer.

B. GATE VALVES (GV)

1. Underground Service (General): Valves two inches and larger shall be iron body, bronze mounted, conforming to AWWA C509, EPDM resilient wedge, non-rising stem type, and shall be equipped with two-inch square cast iron wrench nuts. Gate valves shall be Mueller, Kennedy, American, or approved equal.

2. Above Ground Service (General): Valves shall be iron bodied, bronze mounted EPDM resilient wedge, conforming to AWWA C509. Valves shall be OS&T, rising stem type. Valves shall be as manufactured by Mueller, Clow, Kennedy, American, or approved equal.

3. Tapping Valves: Valves shall conform to the specifications set forth under Paragraphs 1 and 2 (proceeding), for the applicable service conditions. Additionally, units shall be compatible with the connecting sleeve or saddle and specially designed for wet tapping installation operations. Tapping valves shall be Mueller, Kennedy, and American or approved equal.

4. Actuators: Valves 16 inches and larger shall be equipped with approved gearing actuators, with sealed enclosures for buried or submerged

   service, and shall be furnished by the valve manufacturer. Position indicators shall be furnished as required.

C. PLUG VALVES (Force main application ONLY):

1. General Service: All plug valves must be bi-directional interior epoxy coated cast iron, ductile iron or steel bodied eccentric-type with resilient faced plugs capable of drip-tight shutoff at rated pressure when applied to either side of the valve, conforming to AWWA C517. All valves up to and including 24-inch, shall be designed for minimum working pressure of 150 psi. Larger valves shall be designed for a minimum working pressure of 120 psi. The port area of the valve shall be the largest area available for the size valve being installed or specified for installation by the Utilities Engineer. Valves shall be as manufactured by Val-Matic, Dezurik, Clow, or approved equal.

2. Actuators: Valves shall be equipped with an approved gear actuator sized appropriately for the valve size specified. Buried and submerged services will be installed with sealed enclosures with a 2-inch actuating nut attached to the actuator, unless otherwise approved by the Utilities Engineer. Actuator bearings must be constructed of heavy-duty bearings capable of resisting corrosion and prevent binding.

D. CHECK VALVES (CV):

1. General Service: Water valves shall be iron body, bronze mounted, outside lever and weight, and equipped with removable inspection covers. Check valves 6 to 12 inches shall have a minimum working pressure of 175 psi, and units 16 to 24 inches shall be rated for 150 psi minimum working pressure and shall permit full flow area equal to that of the connecting pipe. Valves shall be as manufactured by Clow, M&H, American, or approved equal.

2. Valves 2-Inches and Smaller: Valves shall be bronze body and disc, swing check-type, with removable inspection covers, and rated for 150 psi minimum working pressure. For two-inch grinder pump applications, a Flomatic Model 208T ball check valve will be required, or approved equal.

E. CORPORATION STOPS AND CURB STOPS:

Units shall be brass equipped with connections compatible with the connecting service pipe-type; must have grip joint type or compression connections for polyethylene tubing with locking collars and stainless steel inserts.

F. AIR RELEASE VALVES – AIR AND VACUUM VALVES:

Water (Vent Only): Valves shall be cast iron or bronze body, suitable for domestic water service, rated for a minimum 150 psi working pressure. Automatic air

release valves shall be 2-inch valves as manufactured by APCO or Val-Matic or approved equal.

Wastewater: Valves shall be nylon bodied, with a 2-inch NPT threaded connection and designed to sustain an air gap separation under pressure up to 150 psi. Automatic air release valve shall be manufactured by A.R.I., D-025 "SAAR" combination air valve for sewage.

G. SPECIAL ITEMS

1. Valve Boxes: Units shall be adjustable, cast iron, two-piece screw-type with minimum interior diameter of five inches, and a LOCKABLE cast cover with the applicable inscription in legible lettering on the top: "SEWER", "REUSE" or "WATER." Boxes shall be suitable for the applicable surface loading and valve size, and shall be as manufactured by Davis Meter and Supply Division, or approved equal. Valve boxes for treated effluent systems shall be marked accordingly. Extension pieces, if required, shall be the manufacturer's standard screw-type for use with the valve box.

2. Extension Stem for Valve Operators: Where the depth of the operating nut is more than 3 feet, operating extensions shall be provided to bring the operating nut to a point 12 inches below finished grade. The extension shall be steel construction and permanently attached to the operating nut on the valve. The use of setscrews will not be allowed.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. GENERAL REQUIREMENTS:

1. Piping, fittings, valves, and appurtenances shall be installed in accordance with these Standards and in general with the manufacturer's recommendations for the applicable service. All aforementioned items are to be inspected by a FPUA representative in place, before backfilling to ensure the accuracy and quality of the installation and parts.

2. Piping shall be installed along straight line and grade between fittings, manholes, or other defined points, unless other definite lines of alignment deflection or grade change have been established. Modification to approved alignment or grade during construction shall receive prior approval from the Utilities Engineer, and all resulting design conflicts shall be resolved by the Utilities Engineer prior to proceeding.

3. Materials shall be cleaned and maintained clean, with all coatings protected from damage. The interior of the pipe shall be free of dirt and debris, and when work is not in progress; all open ends shall be plugged.

4. Underground piping shall not be driven to grade by striking it. When the pipe has been properly bedded, enough compacted backfill shall be placed to hold the utility in correct alignment. If necessary, precaution shall be taken to prevent flotation.

5. Joining shall be by the manufacturer's approved method and shall not require undue force to accomplish full satisfactory seating and assembly. Connections at structures shall be cut accurately and worked into place without forcing and shall align with the connecting point. Flanged joints shall be made up tight, but with care taken to prevent undue strain upon equipment or other items. Suitable flange filler rings shall be installed where required to provide suitable joints. The installation shall be permanently watertight, with no visible leakage at joints, connections with structures or other locations, under operational or testing conditions. Material that in jointing does not remain completely seated and/or watertight shall be rejected.

6. Underground pressure piping systems shall be securely anchored by acceptable means at all tees, plugs, caps, bends and valves, and at all other locations where unbalanced forces exist or as directed by the Utilities Engineer. Restrained joints shall be used in accordance with manufacturer's recommendations.

7. FPUA will accept Uni-Flange, Mega-Lug, and Stargrip Series 3000/4000 or approved equal, restraining systems. The Contractor shall supply to the Utilities Engineer a shop drawing of every typical fitting assembly within the project, which reflects the restraint detail proposed for use (including length of pipe restraint). Said shop drawing shall specify the particular system to be utilized and no substitutions will be allowed after approval without re-submittal of shop drawings and written approval by the Utilities

Engineer.

8. Exposed systems shall be supported as necessary to hold the piping and appurtenances in a firm, substantial manner to the required lines and grades indicated, with no undue piping stresses transmitted to equipment or other items. Piping within buildings shall be adequately supported from floors, walls, ceilings, or beams. Supports from the floor shall be by suitable saddle stands or piers. Piping along walls shall be supported by satisfactory wall brackets, or saddles, or by wall brackets with adjustable hanger rods. For piping supported from the ceiling, approved rod hangers of a type capable of screw adjustment after erection of the piping shall be used. Pipe aboveground outside of buildings shall be supported on concrete supports or pre-manufactured adjustable pipe supports.

9. Proper provision for exposed expansion or contraction shall be provided by installation of expansion joints or other suitable methods. Additionally, flexible connections shall be provided to expedite equipment or piping system removal.

10. Sub aqueous pipe laying may be permitted where conditions make it impractical to lay pipe "in the dry," provided the Contractor submits his plans for laying pipe under water to the Engineer and obtains advance approval thereof. All sub aqueous crossings shall be made in accordance with all approved permits.

B. DUCTILE IRON (DI) PIPE:

Installation shall be performed in accordance with the applicable provisions of AWWA Standard C600. The opening cut in the pipe wall for installation of tapping saddles and sleeves shall be made by a special tapping machine designed for this specific service. All pipe cutting shall be accomplished by power operated abrasive wheel or saw cutter, or other methods approved by the pipe manufacturer. Where required, Polyethylene Encasement shall be installed as set forth under AWWA C105.

C. INSPECTION CRITERIA OF (DI) PIPE AND FITTINGS:

All pipe, valves, fittings, or other items shall be inspected prior to installation and *shall be rejected* if any of the following conditions exist:

1. Interior Surfaces:

(a) The interior cement or ceramic epoxy lining is damaged, broken or severely cracked.

(b) The interior cement or ceramic epoxy lining is found to be excessively non-uniform.

(c) Protruding materials are found in the rubber seal location (Gasket Raceway). If this condition is minor, it may be field corrected and recoated as required

(d) ANY interior surface that is rusted with pits or other corrosive damage. Surface rust may be corrected and recoated at the discretion of the Utilities Engineer.

2. Exterior Surfaces:

(a) Surfaces show visual defects.

(b) Exterior surface is rusted with pits or other corrosive damage. Surface rust may be corrected and recoated as required.

(c) ANY surface rust on ductile iron fitting that has been epoxy coated for corrosion resistance in harsh soil environments.

(d) ANY pipe or fitting which has received a severe blow that may have caused an incipient fracture, even though not visible.

3. Marking of Rejected Fittings: Fittings that have obvious casting defects or other imperfections that affect the structural integrity of the fitting may be marked with paint. These fittings shall not be allowed for use in FPUA under any circumstances. Fittings that fail for cosmetic reasons, (surface rust, coating problems, etc.) shall be tagged and identified to the Contractor or distributor. The problem must corrected by the Contractor or distributor to the inspector's satisfaction prior to installation in FPUA system.

D. POLYVINYL CHLORIDE (PVC) PIPE:

Lubrication used for pipe and fitting joints shall be nontoxic (NSF approved for potable water) and recommended for use by the pipe manufacturer. The use of vegetable oil, and lard type (Crisco) cooking matter shall not be allowed under any circumstances. For all installations, ensure the provisions of AWWA Manual M-23 are followed.

E. VALVES:

1. General: Valves shall be carefully inspected, opened wide, and then tightly closed prior to installation, and all the various nuts and bolts thereon shall be tested for tightness, per manufacturer specifications. Special care shall be taken to prevent joint materials, stones, or other substances from becoming lodged in the valve seat. Valves, unless otherwise required, shall be set with their stems vertically above the centerline of the pipe. Any valve that does not operate correctly shall be adjusted to operate properly or removed and replaced.

2. Buried valves shall be installed vertically where depth of cover permits. Where depth of cover does not permit, side operators shall be used. Extension stems shall be provided on all buried valves when the operating nut is deeper than three feet below the final grade, with sufficient stem extension to place the nut not more than three feet below grade. Where extension stems are required within valve boxes, approved insert stem guides shall be provided. All valve locations are to be marked by use of a reflective marker (RPM) attached to the pavement or concrete pad near the valve box per Detail M-6 and at the edge of pavement. Blue RPMs shall be used for water, green for force mains and purple for reuse mains.

3. Valve boxes shall be carefully centered over the operating nuts of underground valves to permit a valve wrench to be easily fitted to the nut. The tops of valve boxes shall be set to the required grade. The valve box SHALL NOT transmit surface loads directly to either the pipe or valve. Care shall be taken to prevent earth and other material from entering the valve boxes. Any valve box that becomes out of alignment or is not to grade shall be dug out and adjusted. Concrete pads will be provided around boxes, in accordance with the typical gate valve and valve box detail.

END OF SECTION

SECTION 02620 - HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS

PART 1 - GENERAL

1.01 SECTION DESCRIPTION

This specification includes but is not limited to high-density polyethylene (PE 3408) (ductile iron pipe size O.D) pressure pipe primarily intended for the transportation of water and sewage either buried or above grade.

1.02 REFERENCES

Reference:	Title:
AWWA C901	Polyethylene (PE) pressure Pipe & Tubing, ½ inch through 3 inch for water service
AWWA C906	Polyethylene (PE) pressure Pipe & Fittings, 4 inch through 63 inch for water dist.
ASTM D3035	Standard Spec for PE Pipe (DR-PR) Based on Controlled Outside Diameter
ASTM D3261	Butt Heat Fusion PE Fittings for PE Pipe & Tubing
ASTM D3350	Standard Specification for PE Pipe & Fittings Materials
ASTM D1238	Melt Flow Index
ASTM D1505	Density of Plastics

ASTM D2837	Hydrostatic Design Basis
	NSF Std.#14
TR-33/2005	Plastic Piping Components & Related Materials Plastic Pipe Institute
	Generic Butt Fusion Joining Procedure for Field Joining of
	Polyethylene Pipe

1.03 GENERAL

A. USE

High Density Polyethylene (HDPE) pipes/fittings shall be allowed for use as water, wastewater and reclaimed water pressure pipe where compatible with the specific conditions of the project. The use of material other than HDPE pipe may be required by FPUA if it is determined that HDPE pipe is unsuitable for the particular application. All material used in the production of water main piping shall be approved by the National Sanitation Foundation (NSF).

B. DOCUMENTATION

1. Documentation from the resin's manufacturer showing results of the following tests for resin identification:
   a. Melt Flow Index ASTM D1238
2. Density ASTM D1505

C. MANUFACTURER

All HDPE pipe and fittings shall be from a single manufacturer, who is fully experienced, reputable and qualified in the manufacture of the HDPE pipe to be furnished. The pipe shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these Specifications. Qualified manufacturers shall be: PLEXCO Division of Chevron Chemical Company, DRISCOPIPE as manufactured by Phillips Products Co., Inc., SCLAIRPIPE as manufactured by DuPont of Canada or equal as approved by the Utilities Engineer.

D. FINISHED PRODUCT EVALUATION

1. Production staff shall check each length of pipe produced for the items listed below. The results of all measurements shall be recorded on production sheets, which become part of the manufacturer's permanent records.
   a. Pipe in process shall be checked visually, inside and out for cosmetic defects (grooves, pits, hollows, etc.)
   b. Pipe outside diameter shall be measured using a suitable periphery tape to ensure conformance with ASTM F714 or ASTM D3035, whichever is applicable.

c. Pipe wall thickness shall be measured at 12 equally spaced locations around the circumference at both ends of the pipe to ensure conformance with ASTM F714 or ASTM D3035, whichever is applicable.

d. Pipe length shall be measured.

e. Pipe marking shall be examined and checked for accuracy.

f. Pipe ends shall be checked to ensure they are cut square and clean.

g. Subject inside surface to a "reverse bend test" to ensure the pipe is free of oxidation (brittleness).

E. STRESS REGRESSION TESTING

The polyethylene pipe manufacturer shall provide certification that stress regression testing has been performed on the specific polyethylene resin being utilized in the manufacture of this product. This stress regression testing shall have been done in accordance with ASTM D2837 and the manufacturer shall provide a product supplying a minimum Hydrostatic Design Basis (HDB) of 1,600 psi as determined in accordance with ASTM D2837.

F. COMPATIBILITY

Contractor is responsible for compatibility between pipe materials, fittings and appurtenances.

G. WARRANTY

The pipe MANUFACTURER shall provide a warranty against manufacturing defects of material and workmanship for a period of ten years after the final acceptance of the project by the OWNER. The MANUFACTURER shall replace at no expense to the OWNER any defective pipe/fitting material including labor within the warranty period.

PART 2 -- PRODUCTS

2.01 MATERIALS FOR PIPE SIZES 4-INCH DIAMETER AND LARGER

A. Materials used for the manufacture of polyethylene pipe and fittings shall be made from a PE 3408 high density polyethylene resin compound meeting cell classification 345434C per ASTM D3350; and meeting Type III, Class C, Category 5, Grade P34 per ASTM D1238.

B. High Density Polyethylene (HDPE) pipe shall comply with AWWA Specifications C906.

C. If rework compounds are required, only those generated in the Manufacturer's own plant from resin compounds of the same class and type from the same raw material supplier shall be used.

D. Dimensions and workmanship shall be as specified by ASTM F714. HDPE fittings and transitions shall meet ASTM D3261. HDPE pipe shall have a minimum density

of 0.955 grams per cubic centimeter. All HDPE pipe and fittings shall have a Hydrostatic Design Basis (HDB) of 1,600 psi.

E. HDPE pipe and accessories 4-inch diameter and larger, shall be 160 psi at 73.4°F meeting the requirements of Standard Dimension Ration (SDR) 11 as MINIMUM STRENGTH for directional bore and Standard Dimension Ration (SDR) 17 as MINIMUM STRENGTH for open trench installations.

F. The pipe Manufacturer must certify compliance with the above requirements.

2.02 MATERIALS FOR PIPE SIZES 2-INCH DIAMETER AND LESS

A. Materials used for the manufacture of polyethylene pipe and fittings shall be made from a PE 3408 high density polyethylene resin compound meeting cell classification 345434C per ASTM D3350; and meeting Type III, Class C, Category 5, Grade P34 per ASTM D1238.

B. High Density Polyethylene (HDPE) pipes shall comply with AWWA Specifications C901.

C. If rework compounds are required, only those generated in the Manufacturer's own plant from resin compounds of the same class and type from the same raw material supplier shall be used.

D. Dimensions and workmanship shall be as specified by ASTM D3035. HDPE fittings and transitions shall meet ASTM D3261. HDPE pipe shall have a minimum density of 0.955 grams per cubic centimeter. All HDPE pipe and fittings shall have a Hydrostatic Design Basis (HDB) of 1,600 psi.

E. HDPE pipe and accessories 2" and less in diameter, shall be 160 psi at 73.4°F meeting the requirements of Standard Dimension Ration (SDR) 9 as MINIMUM STRENGTH.

F. The pipe Manufacturer must certify compliance with the above requirements.

2.03 FITTINGS

A. All molded fittings and fabricated fittings shall be fully pressure rated to match the pipe SDR pressure rating to which they are made. All fittings shall be molded or fabricated by the manufacturer. No Contractor fabricated fittings shall be used unless approved by the Engineer.

B. The manufacturer of the HDPE pipe shall supply all HDPE fittings and accessories as well as any adapters and/or specials required to perform the work as shown on the Drawings and specified herein.

C. All fittings shall be installed using butt-fused fittings, thermo-fused fittings/couplings, or flanged adapters and must be approved by the Engineer. **NO** size on size wet taps shall be permitted.

D. All transition from HDPE pipe to ductile iron or PVC shall be made per the approval of FPUA Engineer and per the HDPE pipe manufacturer's recommendations and specifications. A molded flange connector adapter within a carbon steel back-up ring assembly shall be used for pipe type transitions.

Ductile iron back-up rings shall mate with cast iron flanges per ANSI B16.1. A 316 stainless steel back-up ring shall mate with a 316 stainless steel flange per ANSI B16.1.

1. Transition from HDPE to ductile iron fittings and valves shall be approved by FPUA Engineer before installation.

2. No solid sleeves shall be allowed between such material transitions.

3. Fittings and transitions shall be as manufactured by Phillips DRISCOPIPE, Inc., 1000 Series Pressure Pipe, Chevron Chemical Company Plexco/Spiralite pipe, or equal.

4. The pipe supplier must certify compliance with the above requirements.

2.04 PIPE IDENTIFICATION

A. The following shall be continuously indent printed on the pipe or spaced at intervals not exceeding 5-feet:

1. Name and/or trademark of the pipe manufacturer.
2. Nominal pipe size.
3. Dimension ratio.
4. The letters PE followed by the polyethylene grade in accordance with ASTM
5. D1248 followed by the hydrostatic design basis in 160's of psi, e.g., PE 3408.
6. Manufacturing standard reference, e.g., ASTM F714 or D-3035, as required.
7. A production code from which the date and place of manufacture can be determined.
8. Color Identification, either stripped by co-extruding longitudinal identifiable color markings or shall be solid in color and as follows:
   a. BLUE – Potable Water
   b. GREEN – Sanitary Sewer
   c. LAVENDER – IQ cover all

B. Tracing Wire

1. Open trench installation of HDPE shall be identifiable per FPUA Specification Sec. 02600, Part 2, 2.01 (A).

2. Directional Drilled HDPE shall have wire conforming to Copperhead Industries Reinforced #1245 Extra-High Strength Tracer Wire and affixed to the drilling head/reamer per Detail M-17.

C. Marking Tape: Marking tape shall be installed per FPUA Engineer approval.

PART 3 – EXECUTION

3.01 JOINING METHOD

A. The pipe shall be joined with butt, heat fusion joints as outlined in ASTM D2657 and conform to the Generic Butt Fusion Joining Procedure for Field Joining of Polyethylene Pipe, Technical Report TR-33/2005, published by the Plastic Pipe Institute (PPI). All joints shall be made in strict compliance with the manufacturer's recommendations. A factory qualified joining technician as designated by pipe manufacturer or experienced, trained technician shall perform all heat fusion joints in the presence of the FPUA inspector.

B. Lengths of pipe shall be assembled into suitable installation lengths by the butt-fusion process. All pipes so joined shall be made from the same class and type of raw material made by the same raw material supplier. Pipe shall be furnished in standard laying lengths not to exceed 50 feet and no shorter than 20 feet.

C. On days butt fusions are to be made, the first fusion shall be a trial fusion in the presence of an FPUA Inspector. The following shall apply:

1. Heating plate surfaces shall be inspected for cuts and scrapes and shall be free of dirt and residue. Heater surfaces should be between 400°F (minimum) to 450°F (maximum). Measure the temperature @ 12:00, 3:00, 6:00 and 9:00 o'clock positions using a pyrometer of infrared thermometer at locations where the heating plate will contact the pipe/fitting ends. The maximum temperature difference between any two points on a single heating surface must not exceed 24°F. If this temperature is exceeded, the heating plate shall be cleaned per the manufacturer's recommendations.
2. The fusion or test section shall be cut out after cooling completely for inspection.
3. The test section shall be 12" or 30 times (minimum) the wall thickness in length and 1" or 1.5 times the wall thickness in width (minimum).
4. The joint shall be visually inspected as to continuity of "beads" from the melted material, and for assurance of "cold joint" prevention (i.e. – joint shall have visible molded material between walls of pipe). Joint spacing between the walls of the two ends shall be a minimum of 1/16" to a maximum 3/16".

D. The polyethylene flange adapters at pipe material transitions shall be backed up by stainless steel flanges conforming to ANSI B16.1 and shaped as necessary to suit the outside dimensions of the pipe. The flange adapter assemblies shall be connected with corrosion resisting bolts and nuts of Type 316 Stainless Steel as specified in ASTM A726 and ASTM A307. All bolts shall be tightened to the manufacturer's specified torques. Bolts shall be tightened alternatively and evenly. After installation, apply a bitumastic coating to bolts and nuts.

3.02 INSTALLATION

A. High Density Polyethylene (HDPE) Pipe shall be installed in accordance with the instruction of the manufacturer, as shown on the Drawings and as specified herein. A factory qualified joining technician as designated by the pipe manufacturer shall perform all heat fusion joints.

B. HDPE shall be installed either by Open Trench Construction or Directional Bore Method as outlined in Section 3.02 – Installation, Item Q – Open Trench Installation or Item R –Directional Bore Installation.

C. Care shall be taken in loading, transporting and unloading to prevent damage to the pipe. Pipe or fitting shall not be dropped. All pipe or fitting shall be examined before installation, and no piece shall be installed which is found to be defective. Any damage to the pipe shall be repaired as directed by the Engineer. If any defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in a satisfactory manner by the contractor, at his own expense.

D. Under no circumstances shall the pipe or accessories be dropped into the trench or forced through a directional bore upon "pull-back."

E. Care shall be taken during transportation of the pipe such that it will not be cut, kinked or otherwise damaged.

F. Ropes, fabric or rubber protected slings and straps shall be used when handling pipes. Chains, cables or hooks inserted into the pipe ends shall not be used. Two slings spread apart shall be used for lifting each length of pipe.

G. Pipes shall be stored on level ground, preferably turf or sand, free of sharp objects, which could damage the pipe. Stacking of the polyethylene pipe shall be limited to a height that will not cause excessive deformation of the bottom layers of pipes under anticipated temperature conditions. Where necessary due to ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such width as not to allow deformation of the pipe at the point of contact with the sleeper or between supports.

H. Pipe shall be stored on clean level ground to prevent undue scratching or gouging. The handling of the pipe shall be in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. The maximum allowable depth of cuts, scratches or gouges on the exterior of the pipe is 5 percent of wall thickness. The interior pipe surface shall be free of cuts, gouges or scratches.

I. Pipe shall be laid to lines and grade shown on the Drawings with bedding and backfill as shown on the Drawings.

J. When laying is not in progress, including lunchtime, the open ends of the pipe shall be closed by fabricated plugs, or by other approved means.

K. Sections of pipe with cuts, scratches or gouges exceeding 5 percent of the pipe wall thickness shall be removed completely and the ends of the pipeline rejoined.

L. The pipe shall be joined by the method of thermal butt fusion, as outlined in PART 3 – Execution, Section 3.01 Joining Method. All joints shall be made in strict compliance with the manufacturer's recommendations.

M. Mechanical connections of the polyethylene pipe to auxiliary equipment such as valves, pumps and tanks shall be through flanged connections which shall consists of the following:

1. A polyethylene flange shall be thermally butt-fused to the stub end of the pipe.
2. A 316 stainless steel back up ring shall mate with a 316 stainless steel flange.
3. 316 stainless steel bolts and nuts shall be used.

N. Flange connections shall be provided with a full-face neoprene gasket.

O. All HDPE pipe must be at the temperature of the surrounding soil at the time of backfilling and compaction.

P. If a defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in a satisfactory manner at no additional cost to the Owner. All pipe and fittings shall be thoroughly cleaned before installation, shall be kept clean until they are used in the work and when laid, shall conform to the lines and grades required.

Q. Open Trench Installation:

1. FPUA Standards and Specification, Section 02200 – Utility Excavation, Trenching, and Backfilling shall apply in its entirety.

2. The centerline of the pipe shall not deviate from a straight line drawn between the centers of the openings at the ends of the pipe by more than 1/16-in per foot of length. If a piece of pipe fails to meet this requirement check for straightness, it shall be rejected and removed from the site. Laying instructions of the manufacturer shall be explicitly followed.

3. Good alignment shall be preserved during installation. Deflection of the pipe shall occur only at those places on design drawings and as approved by the Engineer. Fittings, in addition to those shown on the Drawings, shall be used only if necessary or required by the Engineer.

4. Each length of the pipe shall have the assembly mark aligned with the pipe previously laid and held securely until enough backfill has been placed to hold the pipe in place. Joints shall not be "pulled" or "cramped".
5. Precautions shall be taken to prevent flotation of the pipe in the trench.

6. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be

   taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the backfill. Trench boxes, moveable sheeting, shoring or plates shall not be allowed to extend below top of the pipe. As trench boxes, moveable sheeting, shoring or plates are moved, pipe bedding shall be placed to fill any voids created and the backfill shall be re-compacted to provide uniform side support for the pipe.

7. Restrained joints shall be installed where shown on the Drawings or as directed by the Engineer.

R. Directional Bore Installation:

1. Refer to FPUA Specification 02320 - Horizontal Directional Drilling in its entirety.

3.03 CLEANING

A. At the conclusion of the work, thoroughly clean all of the new pipe lines to remove all dirt, stones, pieces of wood or other material which may have entered during the construction period by forcing a cleaning swab through all mains 4" or greater. Flushing velocities shall be a minimum of 2.5 feet per second. All flushing shall be coordinated with FPUA Inspector and Water Resources Department. Debris cleaned from the lines shall be removed from the job site.

3.04 TESTING

A. Pressure testing shall be conducted per Manufacturer's recommendations and as approved by the FPUA Engineer.

B. All HDPE water mains shall be disinfected prior to pressure testing as per FPUA specification, Section 02715, Part 3 - Execution, 3.01 - Disinfection.

C. All HDPE mains shall be field-tested. Contractor shall supply all labor, equipment, material, gages, pumps, meters and incidentals required for testing. Each main shall be pressure tested upon completion of the pipe laying and backfilling operations, including placement of any required temporary roadway surfacing.

D. All mains shall be tested at 150 percent of the operating design pressure of the pipe unless otherwise approved by the Engineer.

E. Pressure testing procedure shall be per Manufacturer's recommendations or as follows:

1. Fill line slowly with water. Maintain flow velocity less than 2 feet per second.
2. Expel air completely from the line during filling and again before applying test pressure. Air shall be expelled by means of taps at points of highest elevation.
3. Apply initial test pressure and allow to stand without makeup pressure for two to three hours, to allow for diametric expansion or pipe stretching to stabilize.
4. After this equilibrium period, apply the specified test pressure and turn the pump off. The final test pressure shall be held for one to three hours.
5. Upon completion of the test, the pressure shall be bled off from a location other than the point where the pressure is monitored. The pressure drop shall be witnessed by the resident project representative and FPUA representative at the point where the pressure is being monitored and shall show on the recorded pressure read-out submitted to the Engineer of Record.

F. Allowable amount of makeup water for expansion during the pressure test shall conform to Chart 6, Allowance for Expansion Under Test Pressure, Technical Report TR 31/9-79, published by the Plastic Pipe Institute (PPI). If there are no visual leaks or significant pressure drops during the final test period, the installed pipe passes the test.

G. If any test of pipe laid disclosed leakage significant pressure drop greater than the manufacturer's recommended loss, the Contractor shall, at his/her own expense, locate and repair the cause of leakage and retest the line. The amount of leakage, which will be permitted, shall be in accordance with AWWA C600

Standards.

H. All visible leaks are to be repaired regardless of the amount of leakage.

I. The Contractor must submit his plan for testing to the Engineer for review at least 10 days before starting the test and shall notify FPUA Inspector a minimum of 48 hours prior to test.

END OF SECTION

SECTION 02715 - WATER DISTRIBUTION SYSTEMS

PART 1- GENERAL

1.01 GENERAL:

This section sets forth the general requirements for design and installation of water distribution systems for potable service.

The relevant provisions specified in Division 2, "Technical Specifications", shall be applicable to this section unless otherwise indicated herein or changed in writing by the Utilities Engineer.

SPECIAL NOTE: Due to recent amendments to Section 1417 of the Safe Water Drinking Act, effective immediately, FPUA is requiring that all water works brass installed in water distribution system meet the requirements of Senate Bill 3874/House Bill 5289 (Lead Free).

1.02 DESIGN STANDARDS:

A. Required Reference: The plans shall comply with the design and installation requirements as specified by the "Ten States Standards for Water Works", unless otherwise indicated herein or approved by the Utilities Engineer.

B. System Design:

1. Normal Flow Demands: Flow demands for design shall be calculated on the basis of full ultimate development as shown in the following table.

Design Flow – Residential	Estimated Flow
Single-Family Unit – Normal 3br/2bath	300 gpd
Multifamily Unit – Normal type	210 gpd

Note: All other units not specified above will be assessed on a case-by- case basis.

Maximum-day demand to be used for design shall be computed by using peak factors of 1.67

for individual customers. Flow demands for commercial, industrial, or other special developments shall be established from existing records or by estimated projections, using the best available data.

2. Fire Flow: Minimum system requirements for fire flow rates and duration (time) for total flow shall be as set forth by local ordinance.

3. System Size Computation: The minimum design for water distribution systems shall provide for at least 100% of the combined maximum-day demand rate and required fire flow for said rate, with special provisions for the peak flows in excess thereof. The allowable minimum service pressure under said design condition shall not be less than 20 pounds per square inch. Design computation shall be by the "Kypipe" procedure for developments larger than 250 units, or other applicable methods, as dictated by the system configuration. Design flows and method of computation shall be subject to review and approval by the Engineer.

4. Valve Locations: Valves shall be provided for all branch connections, loop ends, fire hydrant stubs, or other locations, as required to provide an operable, easily maintained and repaired water distribution system. Valves are to be placed so that the maximum allowable length of water main required to be shut down for repair work shall be no more than 1,000 feet. Water mains ending as stub-outs, intended for future expansion, shall terminate with a line size gate valve and temporary blow-off, so designed that water service is not interrupted during future tie-in. Valve locations shall be so marked as specified in Section 02600. A blue magnetic ball locator as manufactured by 3M Corporation, or approved equal, shall temporarily mark valve boxes during construction.

PART 2 – PRODUCTS

2.01 STANDARD REQUIREMENTS:

A. General: The materials of construction and general installation procedures, with the exception of fire hydrants (Paragraph C Section 1 and 2, following), shall comply with the specific applicable standards set forth under the section "Utility Excavation, Trenching and Back-filling", the section "Casing Pipe – Boring and Jacking," and the section "DIP and PVC Pipe Fittings, Valves and Appurtenances," as well as "Standard Details – Water Distribution Systems."

B. Approved Pipe, Fittings, and Valves: The types tabulated below, within the size range indicated and for the applicable service, are approved for water distribution system construction:

Pipe and Fittings	Size Range
Ductile Iron (DI), Class 50 Pipe & Fittings – Cement Mortar Lined	No limit
Polyvinyl Chloride (PVC) Pipe AWWA C-900, DR-18	12 Inches or Less

AWWA C-905, DR-18	Larger than 12 Inches	
Polyethylene Pipe (LEAD FREE)	Service Connections, Brass Fittings Bacteriological Sample Points	Blow Offs, and
HDPE Pipe and Fittings (Shall be approved by Utilities Engineer)	No Limit	

Valves	Size Range
Gate Valves (GV) – EPDM Wedge	24 Inches Maximum
Butterfly Valves (BFV)	30 Inches and Above
Corporation Stops & Curb Stops	Service Connections

C. Fire Hydrants: Hydrant spacing shall be as required per local ordinance. Fire hydrants must be installed on minimum-sized water mains as follows:

- Commercial area – eight inch
- Residential area – six inch

1. Fire Hydrant Requirements: Fire hydrants shall conform to AWWA C-502 and shall be of the compression, traffic model type. Hydrants shall be designed for 150 psi working pressure. The hydrant shall be equipped with two 2-1/2 inch type nozzles and one 4-1/2 inch pumper nozzle. Threads shall be National Standard. Hydrants shall be furnished with a sealed oil or grease reservoir located in the bonnet so that all threaded and bearing surfaces are automatically lubricated when the hydrant is operated. The hydrant will be designed for disassembly by use of a short disassembly wrench or the hydrant shoe having integral cast tieback lugs on the main valve to permit the main valve assembly and valve seat to be removed without digging earth or disassembling the hydrant barrel. Hydrants shall be furnished with a breakaway feature that will break cleanly upon impact. This shall consist of a two-part breakable safety flange with a breakable stem coupling. The upper and lower barrels shall be fluted and ribbed above and below the safety flange or have an extra minimum. The pentagonal operating nuts and the cap nuts shall be 1-1/2 inch point to flat. The hydrants shall open counter clockwise and the direction of opening shall be cast on the top.

Ground flange shall be located approximately 6 inches above finished grade. The hydrant shall be equipped with a 6-inch mechanical joint base inlet. The hydrant assembly shall consist of the fire hydrant, pipe connecting of the hydrant to the water main, the gate valve and box between the hydrant and the water main, the tee at the main, the restraining devices, and the

bedding material. Fire hydrants shall be Mueller Super Centurion 250 or American Darling B-84-B-5. Hydrants owned by the Fort Pierce Utilities Authority shall be painted Carnival Red from factory, not field painted; privately owned hydrants shall be painted yellow from factory, not field painted.

2. Fire Hydrant Installation: Hydrants shall be located in a manner to provide complete accessibility and so that possibility of damage from vehicle, or injury to pedestrians will be minimized. Connect hydrant to main with a 6-inch PVC or ductile iron branch controlled by an independent 6-inch gate valve. The connecting pipe shall have the same depth or cover as the main. All pipe, valve, and points from the hydrant to the main shall be restrained. When placed behind the curb, the hydrant barrel shall be set so that portion of the pumper or hose nozzle cap will not be less than 12 inches nor more than 18 inches from the gutter face of the curb. When set in the space between the curb and the sidewalk, or between the sidewalk or property line, no portion of the hydrant or nozzle cap shall be within 6 inches of the sidewalk or property line. At all times, hydrants shall be no more than 15 ft. from the curb of roadways or from the edge of pavement. Clearances of seven and one half feet (7ft-6in.) in front of and to the sides of fire hydrants, with a four- foot (4 ft.) clearance to the rear of hydrants shall be maintained. Hydrants shall stand plumb and true and shall have their nozzles parallel with or at right angles to the curb, with the pumper nozzle facing the curb. Hydrants shall be set to the established grade, with nozzles at least 18 inches above the ground.

D. Restraining Joints: Pressure piping fittings and other items requiring restraint shall be braced with mechanical restraining assemblies, as specified under Section 02600. Said restraining devices shall be designed for the maximum pressure condition (testing) and the safe bearing loads for horizontal thrust.

E. Pipe Depth and Protection: The standard minimum cover for water distribution systems shall be three feet from the top of the pipe to finish grade. However, should this design not be feasible, protective concrete slabs may be required over the pipe within the limits of the lesser cover. Where waterways, canals, across and to ten feet each side of the bottom. Additionally, approved utility crossing signs shall be placed on the pipe alignment at each side of the canal, etc. Signs shall be approved by FPUA and the Agency having jurisdiction over said waterway.

F. Connections at Structures: When it is necessary to extend water pipes into or through structures, flexible joints shall be provided at the wall face. If the structure is used to remedy a conflict, a ductile iron casing will be provided (casing size per Section 02315) and casing spacers used to support loading per manufacturers specifications. This design must be submitted to FPUA for review and approval prior to constructing.

G. Special Exterior Protection for Corrosion: Extra protection shall be provided for underground cast or ductile iron pipe and fittings within areas of severe corrosive conditions (i.e. the islands, Indian River Flood Plain and areas east of U.S. Highway 1), as described in ANSI/AWWA C116/A21.16. The soil-test evaluation to determine the necessity for extra protection in suspect areas shall be as set forth in ANSI Standard A21.5. Additionally, where other existing utilities are known to be catholically protected, cast or ductile iron pipe crossing said utility shall be protected for a distance of 20 feet to each side, and when installed parallel to and within ten feet of, protection shall also be provided. Steel pipe shall not be installed in severe corrosion areas.

H. Air Venting and Blow-Offs: Where the water main profile is such that air pockets or entrapment could occur, resulting in flow blockage, methods for air releases shall be provided. Air venting capabilities shall be provided for distribution mains by appropriately placing fire hydrants, blow-offs or other manual devices. At critical points on major mains, air release assemblies shall be installed, with valves as specified under Section B. Special care shall be taken to preclude any cross-connection possibility in the design of automatic air release valve application. All dead-end water mains, temporary or permanent, shall be equipped with a manually operated blow-off at the terminal.

I. Service Connections: Connections to water mains shall be made by installing of service saddles. A corporation stop shall be placed at the saddle or fitting, with the service line extended to the property line, perpendicular to said line, and terminating with a lockable curb stop, pending meter installation (Re: Section 02600 for material specifications and Detail Sheet for "Typical Water Service Connection Details"). Contractor shall be responsible for installation of meter boxes for all 5/8-inch x ¾-inch meters. These boxes shall be manufactured by DFW Plastics, Inc product number DFW1219-10-AF3MF SMALL, with a black polymer body and blue polymer anti-float lid.

J. Water Meters: All water meters shall be purchased by FPUA in accordance with established procurement requirements. FPUA shall hold water meters until the water main and/or the service line has been installed, inspected, pressure

tested, approved by the appropriate regulatory agency, and all fees have been paid. Water meter assemblies shall be installed by FPUA.

1. A compound meter would normally be specified for the following applications:

(a) Residential (Multi-family general service)

(b) Light commercial

(c) Shopping centers and malls

(d) Adult congregate living facilities

(e) Apartment complexes

(f) Condominiums

2. A turbine meter would normally be specified for the following applications:

(a) Industrial plants

(b) Hospitals

(c) Any facility requiring high, constant flow rates.

K. Backflow Prevention:

1. Backflow Prevention Enforcement, New Services: All potable water connections to any residential, commercial, or industrial establishment will require the installation of the appropriate backflow prevention device as established in Resolution 82-15, or as amended, as a component of the customer's installation unless this requirement is specifically waived in writing by the Utilities Engineer.

2. Backflow Prevention Devices: All backflow prevention devices installed for the purpose of protecting the distribution system shall meet or exceed the FPUA's backflow prevention device specifications. FPUA shall be sole judge of product quality and conformity to applicable standards and shall maintain a current list of approved devices which shall be available to the public. All backflow prevention devices shall meet the requirements of FPUA Resolution 82-15 or as amended. Only the following will be considered acceptable backflow prevention devices: Air gap, reduced pressure principle backflow preventers, and double check valve assembly backflow preventer, dual check valve assemblies are authorized for single family residential installations.

3. Location: Normally meters/backflow preventers shall be located on private property in areas designed by FPUA Engineering Department, parallel and adjacent to the property being served. Selection of an appropriate site for the larger meter/backflow preventer installation is dependent upon accessibility, landscaping, visibility and overall dimensions. All factors must be taken into consideration for appropriate location of the installation. All aboveground meters/backflow preventers shall be landscaped by the Contractor as required by City or County Ordinances.

4. Fire Service: All commercial sprinkler systems will require, as a minimum, a double detector check valve assembly backflow preventer when connected to a potable water system. The manufacturer's cut sheets shall be submitted for FPUA approval before purchasing and shall conform to the following:

Manufacturer	Size Range
AMES Series 3000B1	2-inch AMES Colt Series C300
4 – 10-inch WATTS Series 757	4 – 10-inch

Note: Assemblies must contain silicone rubber check internals and EDPM OS&Y gates originally installed by the manufacturer.

Once all required testing has been completed, the fire suppression contractor shall install the assembly in the presence of an FPUA Inspector. After all DDC testing is complete, the FPUA Inspector will lock the OS&Y valves in the closed position until such time as the water mains are approved by the appropriate regulatory agency, all fees have been paid, and closeout items received.

5. Irrigation Systems: All irrigation systems will require the appropriate backflow preventer device as established in Resolution 82-15, or as amended.

PART 3 – EXECUTION

3.01 DISINFECTION:

A. Disinfection of water mains shall be conducted in accordance with AWWA C-651. Advance notice of 48 hours shall be provided to the Department before disinfecting procedures start. The FPUA Inspector shall not be responsible for obtaining approved results and the analysis shall be conducted at no cost to the Fort Pierce Utilities Authority. Mains shall not be put into service until after the necessary bacteriological samples have been approved by the applicable regulatory agencies. Samples and analysis shall be collected in accordance with standard sampling procedures and performed by a certified laboratory. Evidence that two consecutive bacteriological samples are in compliance with established regulations must be provided. Copies of approved results must be received by the FPUA Inspector.

B. Before disinfection, all mains 4-inch diameter and larger shall have a line size swab passed thru the entire length of the line to flush out all foreign material from the pipeline. Hoses, fittings, and temporary pipes in ditches shall be provided as required to dispose of flushing water without damage to adjacent properties. Flushing velocities shall be at least 2.5 feet per second.

C. Disinfection mixture shall be a chlorine-water solution having a free chlorine residual of at least 50 ppm, but no more than 200 ppm. The disinfection mixture shall be prepared by injecting a calcium hypochlorite mixture into the pipeline at a measured rate while fresh water is allowed to flow through the pipeline at a measured rate so that the chlorine water solution is of the specified strength. Using the water main diameter and length (see attached chart), the weight of H.T.H. (calcium hypochlorite) or other approved chlorine containing chemical, quantity is determined and mixed in 50-gallon drums. Because of the solubility, not more than 5 pounds of chemical can be dissolved in one drum. Thus, a drum of water is used for each successive 5 pounds of dry chlorine (H.T.H.) used.

DISINFECTANT PREPARATION DATA

Total Pounds of 65% Calcium Hypochlorite (H.T.H.) Needed to Dose at 200 MG/L

Size of Pipe (Inches)	Length of Pipe (Feet)									
	100	200	300	400	500	600	700	800	900	1000
2	.04	.08	.13	.17	.21	.25	.29	.33	.38	.42
4	.17	.33	.50	.67	.84	1.00	1.17	1.34	1.51	1.67
6	.38	.75	1.13	1.51	1.88	2.26	2.64	3.01	3.39	3.77
8	.67	1.34	2.01	2.68	3.35	4.02	4.69	5.36	6.03	6.70

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit E

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BID FORMS

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

INDIAN HILLS GOLF COURSE IMPROVEMENTS

NAME OF BIDDER: PRP Construction Group, LLC

MAILING ADDRESS: 8300 SW Springhaen Ave, Fl. 34956

STREET ADDRESS: 8300 SW Springhaven Ave, Indiantown, Fl. 34956 (Zip Code)

PHONE NUMBER: 772-597-6923 Ext 1

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 1	Dated 1/29/24	No. 4	Dated 2/13/24
No. 2	Dated 1/31/24	No.	Dated
No. 3	Dated 2/7/24	No.	Dated

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

BID FORMS

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 4

0% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
Asphalt/Paving	Ranger Construction Industries, Inc.	4510 Glades Cutoff Rd. Ft. Pierce, FL 34981
Pickle Ball Court	Sports Surfaces, LLC.	7011 Wilson Rd. West Palm Beach, FL 33413
Turf Block	Apex Pavers	725 SE Monterey Rd. Stuart, FL 34994
Landscape	A Cut Above Landscape	1686 D Rd. Loxahatchee, FL 33470
Construction Layout/As-builts	BSM Survey	80 SE 31st Lane Okeechobee, FL 349747
Material Testing	Terracon	645 NW Enterprise Dr. PSL, FL 34986

BID FORMS

Notice of Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS"Bidders Bond"
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

BID FORMS

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

BID FORMS

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: PRP Construction Group, LLC
(Type or Print)

By: Peggy Sheltra

Name: Peggy Sheltra

Title: President

Dated: February 16, , 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Ricky Sheltra

Title: Vice President

Witnesses: Charlyn Wakefield
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

Florida, cgc1510570, August 31,2024, CERTIFIED GENERAL CONTRACTOR

END OF SECTION

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, PRP Construction Group, LLC.
8300 SW Springhaven Ave. Indiantown, FL 34956, as Principal, and ----------
Atlantic Specialty Insurance Company, as Surety,
are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of ----Ten Percent of Amount Bid----
---------- Dollars ($ ----10%----), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated February 21st 2024, for the ----------
Indian Hills Golf Course Expansion - Bid No: 2024-018

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 21st day of February, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

PRINCIPAL

PRP Construction Group, LLC.

By: _____
(Signature)

Name: Peggy Sheltra

Title: President

ATTEST (if corporation)

By: _____
(Signature)

Name: Ricky Sheltra

Title: Vice President

(Corporate Seal)

SURETY

Atlantic Specialty Insurance Company

By: _____
(Signature)

Name: Jessie Sloan

Title: Attorney-In-Fact &
Florida Licensed Resident Agent

(Surety Seal)

Inquiries: (321) 800-6594

BID FORMS

BID FORMS

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety: Atlantic Specialty Insurance Company

Mailing Address: 605 Highway 169 North, Suite 800, Plymouth, MN 55441

Street Address: 605 Highway 169 North, Suite 800, Plymouth, MN 55441

Name and Mailing and Street Address of Agent or Representative in Florida (if different than above): JCA Surety Group, LLC, 123 Zelma Street, Suite A, Orlando, FL 32803

Telephone Number of Surety and Agent or Representative in Florida: (952) 852-2431; (321) 800-6594

END OF SECTION

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jorge L. Bracamonte, Jessie Sloan, Karla Tomaszewski**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 21st day of February, 2024.

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

NOTICE TO PROCEED

Date: _____

To:_____

_____ **Contractor.**

Notice to Proceed on Project: Indian Hills Golf Course Expansion Phase I Improvements, Bid No: 2024-018

Cost of Project based on Unit Prices by Agreement: $_____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2024 and to obtain Substantial completion within 90 calendar days and Final completion within 120 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: _____**, 2024.**

OWNER:

CITY OF FT. PIERCE, FLORIDA

100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

_____

John R. Andrews, P.E.
City Engineer

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM
CITY OF FORT PIERCE

PROJECT: **Indian Hills Golf Course Expansion Phase I Improvements**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ _____

Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S) $ _____

Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER $ _____

Current CONTRACT AMOUNT Including this CHANGE ORDER $ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE including this CHANGE ORDER _____

(Change Order No._____, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

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

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

By:_____
Signature & Title

Date:_____

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of_____

_____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____ _____
Attorney

_____
Date

END OF SECTION

BID FORMS

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. PRP Construction Group, LLC
2. Permanent Main Office address. 8300 SW Springhaven Ave, Indiantown, Fl. 34956
3. When organized? 8/29/2011
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 13
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) Attached
7. General character of work performed by you. Attached
8 Have you ever failed to complete any work awarded to you? No If so, where and why?
9. Have you ever defaulted on a contract? No If so, where and why?
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. Attached
11. List your major equipment available for this contract. Loader, Skid Steer, Compactor
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) Attached
13. Background and experience of the principal members of your company, including the officers. Attached
14. Give bank reference. Seacoast Bank Jenny Yingling jenny.yingling@seacoastbank.com
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Yes, Attached
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

BID FORMS

Dated at 8300 SW Springhaven Ave, Indinantown, Fl. 34956 this 18 day of February, 2024.

Contractor:

PRP Construction Group, LLC

By Peggy Sheltra

Peggy Sheltra, President
(Name & Title)

County of Martin
State of Florida

Peggy Sheltra, being dully sworn, deposes and says the She is President ~~PRP Construction Group, LLC~~ of ~~PRP Construction Group, LLC~~ and that the answers to the foregoing questions ~~and all statements contained therein~~ are true and correct.

Subscribed and sworn to before me this 18th day of February, 2024.

Charlyn Wakefield
Notary Public

My Commission Expires:

7-30-2025 (Seal)

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

END OF SECTION

BID FORMS

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MARTIN

Peggy Sheltra, being first duly sworn, deposes and says:

That he/she is President , Owner
(a partner or officer of the firm of, 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.

PRP Construction Group, LLC
(Firm Name)

By: Peggy Sheltra

Title: President, Owner

Subscribed and sworn to before me 16
this day of February, 2024

Charlyn Wakefield
Notary Public

My Commission expires: (Seal)
7-30-25

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2024-018 for **Indian Hills Golf Course Expansion Phase I Improvements**

2. This sworn statement is submitted by PRP Construction Group, LLC
(name of entity submitting sworn statement)
whose business address is 8300 SW Springhaven Ave, Indiantown, Fl 34956
and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3220690
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Peggy Sheltra my relationship to the entity named above is President.
(please print name of individual signing)

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

_____X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

BID FORMS

Signature: Charlyn Wakefield

Date: 2/16/2024

STATE OF Florida

COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Peggy Sheltra who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 16 day of February , 2024.

NOTARY PUBLIC SEAL:

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

My commission expires: 7-30-2025

END OF SECTION

BID FORMS

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his 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 has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

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

DATE: February 16 , 2024

Official Address
(Including Zip Code):

8300 SW Springhaven Ave

Indiantown, FL 34956

By: _____

President
(Title)

END OF SECTION

BID FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-018

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

One Hundred Dollart---------- Dollars
(Written)

$100.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: PRP Construction Group, LLC
(Company-Contractor)
By: _____
(President's Signature)
Peggy Sheltra
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Martin County, Florida on the 18 day of February, 2024.

Notary Public: _____ (affix seal) My Commission Expires: 7-30-2025

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that PRP Construction Group, LLC 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

2/16/2024
Date

END OF SECTION

EXHIBIT "E"
SECTION 017

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-018
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
NONE			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

EXHIBIT "E"
SECTION 018

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-018

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: PRP Construction Group,LLC

Corporate Title: President, Peggy Sheltra

Address: 8300 SW Springhaven Ave

Indiantown, Fl. 34956
(Zip Code)

By: Peggy Sheltra (Print name) President (Print title)

(Authorized Signature)

Telephone: (772) 597-6923

Fax: ( ) NONE

State License # CGC1510570 **(ATTACH COPY)**

County License # 20125130315 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: Certified General Contractor

Unlimited yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

EXHIBIT "E"
SECTION 019

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-018

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
City of Fort Pierce 100 NUS 1 Suite 101, Ft Pierce, Fl. 34950	South 7th Street Improvements	Tracy Telle	772-467-3748
St Lucie County BOCC 2300 Virginia Ave, Ft Pierce, Fl 34985	River Hammock Pottable WM	Mel Pollock	561-214-5065
Okeechobee Utility Authority 425 SW Park St, Okeechobee, Fl. 34975	Oak Lake Estates Wm & Drainage	John Hayford, P.E>	863-634-9791
City of Fort Pierce 100 N US 1 Suite 101, Ft Pierce, Fl. 34950	Indian Hills Recreation	John "Jack" Andrews II, P.E.	772-467-3773
City of Stuart 121 SW Flagler Ave, Stuart, Fl. 34994	Monterey Rd Sub WM Improvements	Marc Rogolino	772-221-4700

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT:	**INDIAN HILLS GOLF COURSE PHASE I IMPROVEMENTS**
Bid No.:	2024-018
Project Description:	**Construction of a parking lot, golf cart staging area, pickleball courts, complete with drainage, site lighting, landscaping, irrigation, and utility hook-ups**

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: PRP Construction Group, LLC

Authorized Signature: _____

Title: President

Date: 2/18/2024

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit F

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SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Bid Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is:(1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the City Engineer pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the City Engineer of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 CITY

The City of Fort Pierce: The Owner.

1.1.15 CONTRACT PRICE/AMOUNT
The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the City Engineer to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work

directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The City of Fort Pierce: The Owner.

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer.

1.1.29 ENGINEERING INSPECTOR

The authorized representative of the City Engineer who is assigned to the site inspection or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used materials; Swatches showing color, texture, and pattern, color range sets, or units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word "approved," "reviewed," "acceptable," "satisfactory," "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the action required, reference, or determination rests solely with the City Engineer or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words "as shown" or "as indicated" or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word "provide" is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word "Product" is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term "Project Manual" as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER

2.1 The City Engineer or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer or designee will visit the site at intervals to check the quality or quantity of the Work. The City Engineer or designee will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents. The City Engineer or designee will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The City Engineer or designee shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the City Engineer or designee may perform his functions under the Contract Documents.

2.3 The City Engineer will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the City Engineer for such interpretations.

SECTION 3 - CITY

3.1 DEFINITION

3.1.1 The City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the City or its authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1 and elsewhere in the Contract and Contract Documents, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. CITY'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Contract Articles 8,10, 14, 15, 16, and 17, and the Contract Documents.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the City shall have the right to carry out the Work in accordance with the Contract and Sections 8, 14, 15, and 16,

and as noted in the Agreement and Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the City Engineer for any damage resulting from such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the City Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the City Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City Engineer in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the City Engineer with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten (10) days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the City Engineer by transmittal letter with Contractor's signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to City Engineer for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as City Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable City Engineer to review the information as required.

4.12.2 Contractor shall also submit to City Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give City Engineer specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to City Engineer for review and approval of each such variation.

4.12.5 City Engineer will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the City Engineer and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by City Engineer on previous submittals.

4.12.6 City Engineer's review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called City Engineer's attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by City Engineer relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required by the Specifications, any related Work performed prior to City Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the City Engineer.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to City Engineer.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Contract, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall comply with the Contract, to include Article 12 and the Contract Documents.

SECTION 6 - WORK BY CITY

6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the

Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the City Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the City Engineer shall determine to be just.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.1 Governing Law

7.1.1 The Contractor shall be governed by the law of the place where the project is located.

7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 PERFORMANCE AND PAYMENT BOND

7.5.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary

Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.5.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.5.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the City, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the City Engineer timely notice of its readiness so the City Engineer may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public agency other than City. Unless otherwise provided, the City shall bear all costs of other inspections, tests or approvals. The City shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications, and the Contractor shall pay for all required retests.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Paragraph 7.7.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's

additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the City Engineer.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the City Engineer when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the City Engineer, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City Engineer may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Agreement or Contract Documents.

SECTION 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project's Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the City shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and City Engineer an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the City Engineer may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the City Engineer, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer will, within ten (10) days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the City Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the City Engineer's observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the City Engineer has approved the complete Application for Payment, the City shall make payment in accordance with Article 6 of identified in the Agreement.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The City Engineer may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City Engineer on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to City Engineer receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the City Engineer is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the City Engineer cannot agree on a revised amount, the City Engineer will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied; or

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice; or

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. City Engineer may request Partial Releases of Liens prior to payment; or

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or

5. Damage to the City or other contractor; or

6. Reasonable evidence that the Work will not be completed within the Contract Time; or

7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 "ELIMINATED"

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The City Engineer's final approval for payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement and Contract Documents have been fulfilled and the Contractor has met the requirements of the Agreement and Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City Engineer: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub- subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers; or

2. Faulty or defective Work appearing after Substantial Completion; or

3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the City Engineer and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Paragraph 10.2, caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or City Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under the Agreement and the Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the City Engineer.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 CITY ENGINEER'S STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 - INSURANCE

(SEE CONTRACT DOCUMENTS - ARTICLE 17)

SECTION 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the City Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By unit prices stated in the Contract Documents or subsequently agreed upon;

3. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character

provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City Engineer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the City Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation pursuant to Subparagraph 2.3; (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4; or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The City Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

SECTION 13 - UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the City Engineer or to requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the City Engineer has not specifically requested or required to observe prior to being covered, the

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: UNIT PRICE CONSTRUCTION CONTRACT - BID NO. 2024-018

CAO RLS FILE: RLS 24-182

DATE: JUNE 7, 2024

I have reviewed the above Request for Legal Services (RLS). Please make the following corrections to the documents:

1. the Name and Function of the Project personnel in paragraph 9(F) should be filled in prior to submitting this contract for review. Please fill it in prior to submission to the City Commission for approval and signature.

2. Label Exhibit B in the top right corner for consistency with the other Exhibits.

3. Replace Exhibit E with the completed documents submitted by the Contractor.

With the above corrections, the Contract 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 **Agenda Item # 11.c.**

Meeting Date: 04/15/2024

Re: Request Award of Indian Hills Golf Course Expansion, Bid No. 2024-018

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of award of the Indian Hills Golf Course (IHGC) Site Expansion construction project to the low bidder, PRP Construction, LLC, in an amount not to exceed $757,149.80.

SUMMARY:

The construction project includes the construction of four (4) pickleball courts, a 35' x 75' pervious turf golf cart staging area, a parking lot for 36 vehicles, complete with on-site storm drainage conveyance system, concrete pedestrian sidewalks, landscaping, parking lot lighting, and water/sewer connections to service the future golf cart barn and clubhouse construction.

RECOMMENDATION:

Staff recommends awarding the construction contract to PRP Construction LLC.

ALTERNATIVES:

Deny and re-advertise for bids.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Daniel Visconti, IHGC Manager

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: N/A
Account: TBD
Amount: $757,149.80
FISCAL IMPACT:

$715,262.80 shall be funded as directed by the Finance Director, while $41,887.00 shall be encumbered by SMU Account No. 4034300-546120.

Attachments

Bid Tabulation
PRP Bid
Engineering Plans
Landscape Plan
Lighting Plan
Boromei Bid
GRSC Bid

Form Review

Inbox	Reviewed By	Date

Finance Department	Johnna Morris	04/09/2024 10:43 AM
City Manager	Nick Mimms	04/09/2024 03:02 PM
City Manager	Nick Mimms	04/10/2024 09:58 AM
Form Started By: Tracy Telle		Started On: 03/29/2024 03:50 PM
Final Approval Date: 04/10/2024		

CITY OF FORT PIERCE
Affidavit Regarding the Use Coercion for Labor or Services

Vendor Name: PRP Construction Group, LLC / Peggy Sheltra, President
Authorized Representative's Name and Title:
8300 SW Springhaven Ave Address:
City:
Indiantown State: Fl Zip Code:
Phone Number: 772-597-6923 Ext 1 Email Address: ppsheltra@gmail.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Peggy Sheltra — Peggy Sheltra, President — 8/28/2024
Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Martin

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 28 day of August, 20 24 by Peggy Sheltra, who is personally known or ☐ produced identification (ID produced:).

Notary Public Signature: Charlyn Wakefield (Seal)

Print Name: Charlyn Wakefield My Commission Expires: 7-30-2025

CHARLYN WAKEFIELD
Notary Public - State of Florida
Commission # HH 127812
My Comm. Expires Jul 30, 2025

Meeting Date: 09/16/2024
Re: Continuing Contract for Professional Services - Cotleur & Hearing
Submitted For: Shyanne Harnage, CRA Administrator, City Manager

SUBJECT:

Approval of Amended Continuing Contract for Professional Architecture and Urban Planning Services to Cotleur & Hearing of Jupiter, FL pursuant to RFQ No. 2024-005.

SUMMARY:

During the City Commission meeting on February 20, 2024, RFQ No. 2024-005 was awarded to multiple firms, designating them as the City's Miscellaneous Professional Continuing Services providers. These firms, which are licensed professional consultants, will deliver services in the fields of Architecture, Environmental Services, Engineering, Hydrogeology, Landscape Architecture, and Urban Planning.

Operating under the regulations established in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA), these firms will provide advisory services, technical investigations, analyses, designs, and other professional services to support various city departments. The initial term of the contract is one (1) year, with the possibility of three (3) additional one-year renewals.

The Continuing Contract for Professional Architecture and Urban Planning Services with Cotleur & Hearing was approved on the consent agenda at the July 15, 2024 City Commission Meeting. This agreement has been amended to fit the template provided by the City Attorney's Office and includes special language acknowledging the procedural history.

RECOMMENDATION:

Approval of Amended Continuing Contract for Professional Architecture and Urban Planning Services to Cotleur & Hearing.

ALTERNATIVES:

Amend or deny Continuing Contract for Professional Services

RESPONSIBLE STAFF:

Gelencia Carter, Purchasing Manager
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Attorney
City Clerk/Acting City Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

There is no fiscal impact associated with this continuing contract at this time. Subsequent project agreements will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amended Continuing Contract - Cotleur & Hearing

Previously Approved Continuing Contract - Cotleur & Hearing

RLS Memo

Notification of Award

RFQ Document

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	09/06/2024 12:18 PM
City Manager	Linda Cox	09/06/2024 12:19 PM
City Manager	Linda Cox	09/11/2024 09:25 AM
Form Started By: Shyanne Harnage		Started On: 09/04/2024 05:57 PM
Final Approval Date: 09/11/2024		

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **COTLEUR & HEARING, INC.**, whose principal address is **1934 Commerce Lane, Suite 1, Jupiter, FL 33458** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional architectural services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, a previous continuing contract for professional services was executed on July 15, 2024, the terms of which have been updated, and the previously-executed contract is hereby replaced in its entirety with this Amended Continuing Contract for Professional Services; 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.

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 Agreement is to provide professional services within the scope of practice of **professional architecture services and urban planning** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for

discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC 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-assignment basis through the execution of a Specific Authorization. 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 professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

D. 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 Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific 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 Specific 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 Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

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.

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 a 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 this Agreement.

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

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 Agreement, 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 of any portion of this Agreement 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 Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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 and specifically:

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

2. 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 as provided by law.

3. 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@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 Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, 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. 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

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. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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 race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
COTLEUR & HEARING INC.
1934 Commerce Lane
Suite 1
Jupiter, FL 33458

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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.

34. WAIVER

No waiver by the City of any provision of this Agreement 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.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

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 Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: _____

Title: _____

Today's Date: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: Cotleur & Hearing, Inc.
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
Attn: Aaron Wilbur, Partner

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. 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:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. 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. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

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, to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
COTLEUR & HEARING, INC.

BY: Aaron Wilbur

Partner, Authorized Member
Title

6/25/2024
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this 15th day of July, 20 24 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and Cotleur & Hearing, whose principal address is 1934 Commerce Lane, Suite 1 Jupiter, Florida, 33458 hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional architectural services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, 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 "Agreement" or "Contract"; 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.

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 Agreement is to provide professional/ consultation services in the area of professional architectural services

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional architectural 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-

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, cost to perform the work , 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 Agreement 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. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

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.

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 this Agreement.

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

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 Agreement, 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 Agreement 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 Agreement and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

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 Agreement.

12. INSURANCE

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

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, 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):

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

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 Agreement 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.

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

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 Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, 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 Agreement.

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 Agreement.

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 Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

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.

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 as 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

E. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.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. 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 (financial difficulty shall not be considered a cause beyond a party's 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. 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 Agreement.

19. 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.

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 at least three years, or as otherwise applicable under law, 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 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 years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

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. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any 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.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional 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.

28. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any 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 signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. 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 Agreement.

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 an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
Cotleur & Hearing, Inc.
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
Attn: Aaron Wilbur,
Partner

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant 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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

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.

35. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to of 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.

36. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or 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.

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement 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 Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the 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 Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. 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 Agreement.

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

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 Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement. 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.

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

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

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

7/15/2024
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Aaron Wilbur

Title: Partner

Today's Date: 6/25/2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

DATE: June 25th, 2024.

Official Address (Including Zip Code):

1934 Commerce Lane, Suite 1
Jupiter, FL, 33458

By: _____
Name

Aaron Wilbur
Name (Typed or Printed)

Partner
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Palm Beach

Aaron Wilbur, being first duly sworn, deposes and says:

That he is a Partner and Authorized Member of the firm
(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.

Cotleur & Hearing
(Firm Name)

By: Aaron Wilbur

Title: Partner

Subscribed and sworn to before me this 25

day of, June 2024.

Notary Public

My Commission expires: (Seal)

SANDRA BRUORTON
Notary Public - State of Florida
Commission # HH 190459
My Comm. Expires Oct 24, 2025
Bonded through National Notary Assn.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2024

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

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

PRODUCER Atlantic Pacific Insurance 11382 Prosperity Farms Road Suite 123 Palm Beach Gardens FL 33410	**CONTACT NAME:** Lois Henrion **PHONE (A/C, No, Ext):** (561) 624-1800 **FAX (A/C, No):** (561) 626-3153 **E-MAIL ADDRESS:** lhenrion@apins.com
INSURED Cotleur & Hearing Landscape, Architecture LLC dba Cotleur & Hearing Inc 1934 Commerce Lane Suite 1 Jupiter FL 33458	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Monroe Guaranty Ins Co. — 32506 **INSURER B :** FCCI Insurance Co. — 10178 **INSURER C :** Landmark American Ins Co — 33138 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23-24 update Prof **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL100029389-06	10/03/2023	10/03/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CA100005418-08	10/03/2023	10/03/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	UMB100016815-07	10/03/2023	10/03/2024	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC0100072064-02	10/03/2023	10/03/2024	[X] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability $15,000 Deductible per claim			LHR857462	05/15/2024	10/03/2024		$2,000,000

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

City of Fort Pierce and its officials, officers and employees are additional insured regarding the operations of the insured when required by written contract.
Waiver of subrogations applies when required by written contact.

CERTIFICATE HOLDER

City of Fort Pierce
Att Purchasing Dept
PO Box 1480
Fort Pierce FL 33454

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

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AUTOMATIC INSURED – BUSINESS AUTO POLICY PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.

2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

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B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM.**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS - MISCELLANEOUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The following is added to the policy, and shall take precedence over any other conflicting policy provision, condition or endorsement:

1. Our duty to defend or pay damages on behalf of any additional insured shall apply only with regard to your operations and "your work" and the additional insured's own acts or omissions in connection with your operations and "your work". We shall have no duty to defend or pay damages on behalf of any additional insured with regard to the work or operations of other contractors, subcontractors, materialmen and suppliers or the additional insured's own acts or omissions in connection with such other operations or work, materials or supplies.

2. All exclusions and conditions in this policy that are applicable to you shall also be applicable to any additional insureds. If there is no coverage for you under the policy, there shall be no coverage for any additional insureds.

3. No person or entity shall be an additional insured under this policy with respect to work or operations performed under any contract not in effect during this policy period.

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POLICY NUMBER: UMB100016815-07

SCHEDULE OF UNDERLYING INSURANCE		
NAME OF UNDERLYING INSURER UNDERLYING POLICY NUMBER UNDERLYING POLICY PERIOD	COVERAGE	LIMIT OF INSURANCE (UNDERLYING LIMIT)
026 MONROE GUARANTY INSURANCE COMPANY CA 100005418 10/03/2023 - 10/03/2024	Commercial Automobile Liability	Combined Single Limit-Each Accident $1,000,000 OR Bodily Injury-Each Person Bodily Injury-Each Accident Property Damage-Each Accident
026 MONROE GUARANTY INSURANCE COMPANY GL 100029389 10/03/2023 - 10/03/2024	Commercial General Liability [X] Occurrence Form [ ] Claims-Made Form _____ Retroactive Date	Each Occurrence Limit $1,000,000 General Aggregate Limit $2,000,000 Personal and Advertising Injury Limit $1,000,000 Products-Completed Operations Aggregate Limit $2,000,000
001 FCCI INSURANCE COMPANY WC0 100072064 10/03/2023 - 10/03/2024	Employers Liability	Bodily Injury by Accident-Each Accident $1,000,000 Bodily Injury by Disease-Policy Limit $1,000,000 Bodily Injury by Disease-Each Employee $1,000,000

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

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

Endorsement Effective 10-03-23 Policy No. WC0100072064-02 Endorsement No.

Insured COTLEUR & HEARING INC Premium $ Incl.

Insurance Company FCCI Insurance Company

Countersigned By _____

© 1983 National Council on Compensation Insurance.

EXTENSION OF INFORMATION PAGE ITEM 1.
SCHEDULE OF NAMED INSUREDS

POLICY NUMBER: WC0100072064-02

Named Insured: COTLEUR & HEARING INC

Issued by: FCCI Insurance Company

Agency: ATLANTIC PACIFIC INSURANCE INC

Agency Code: 00379-001

Item 1. of the Information Page is extended to include:

NAMED INSURED	LEGAL ENTITY	FEIN#
COTLEUR & HEARING INC DBA: COTLEUR & HEARING DESIGN BUILD INC DBA: COTLEUR & HEARING LANDSCAPE CO	CORPORATION	65-0270814
COTLEUR & HEARING LANDSCAPE ARCHIT	CORPORATION	65-0270814
COTLEUR & HEARING DESIGN BUILD	CORPORATION	65-0270814
COTLEUR HEARING DESIGN BUILD INC DBA: COTLEUR & HEARING LANDSCAPE COMP.	CORPORATION	58-2013783

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
COMMERCIAL OUTPUT POLICY
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCT WITHDRAWAL COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

A. Number of Days' Notice: 30

B. Person(s) or Organization:
Kolter Signature Homes LLC
105 NE 1st St

Delray Beach, FL 33444-3807

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to the endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation to you, as provided in **Paragraph 2.** of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in item **A.** in the Schedule above.

When a person or organization is listed in item **B.** in the Schedule above, the number of days notice in item **A.** only applies to notice to you and the person(s) or organization listed. Failure to mail such notice to the person(s) or organization listed in **B.** shall impose no obligation or liability of any kind upon the company, its agents or representatives.

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHYANNE HARNAGE, CRA ADMINISTRATOR
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CONTINUING CONTRACTS FOR PROFESSIONAL SERVICES PURSUANT TO RFP 2024-005
CAO RLS FILE:	24-347 MBV ENGINEERING, INC. -PROFESSIONAL ENGINEERING (AMENDED) 24-348 DON BERGMAN ARCHITECTURE, LLC-ARCHITECTURE (AMENDED) 24-349 & 364 ARCHITECTS DESIGN COLLABORATIVE, LLC -ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND URBAN PLANNING (AMENDED) 24-350 & 351 EXP U.S. SERVICES, INC.-ARCHITECTURE AND PROFESSIONAL ENGINEERING (AMENDED) 24-352 GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING-PROFESSIONAL ENGINEERING 24-353 ROYAL CONSULTING SERVICES, INC.- PROFESSIONAL ENGINEERING 24-354 CAPE DESIGN ENGINEERING, INC. -PROFESSIONAL ENGINEERING 24-355 SGM ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-356 TLC ENGINEERING SOLUTIONS, INC. -PROFESSIONAL ENGINEERING 24-358 & 363 COTLEUR & HEARING, INC.-ARCHITECTURE AND URBAN PLANNING (AMENDED) 24-359 BCER ENGINEERING, INC.-PROFESSIONAL ENGINEERING 24-360 & 362 ZYSCOVICH – ARCHITECTURE AND URBAN PLANNING 24-367 INSPIRE PLACEMAKING COLLABORATIVE – LANDSCAPE ARCHITECTURE
RELATED RLS	24-238 – TEMPLATE 24-315 – REJECTING CHANGES BY ZYSCOVICH AND INSPIRE
DATE:	SEPTEMBER 10, 2024

These Requests for Legal Services (RLS) ask the City Attorney's Office to review and approve Continuing Contracts for Professional Services pursuant to RFP 2024-005.

Nine of these agreements were on the Consent Agenda for the July 15, 2024 City Commission meeting, however, only five were actually signed. Those five are listed above as "Amended" and contain special language acknowledging the procedural history.

This Office has combined agreements and made appropriate changes to the language of the agreements so that each vendor will have only one agreement for all professional services. Additional changes were also made which you can review in the uploaded redline versions.

With the suggested changes, the Agreements are approved as to form and correctness. For your convenience, I uploaded "changes accepted" versions of each agreement.

You advised that two vendors (Zyscovich and Inspire) asked for changes to the standard terms contained in the City's Agreement. The vendors' requested changes were previously addressed **and rejected** by the City Attorney in RLS 24-315 (attached). As such, I have rejected all of the vendors' changes.

Zyscovich has proposed language requiring mediation and arbitration for disputes. This Office has made several changes to the Standard Agreement including changing the Dispute Resolution procedures set forth in Paragraph 38 to require mediation. The changes already made by this Office may address Zyscovich's concerns.

/ahd

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTINUING CONTRACT FOR PROFESSIONAL SERVICES - REQUESTED CHANGES TO CONTRACT

CAO RLS FILE: RLS 24-315

DATE: AUGUST 23, 2024

I have reviewed the above Request for Legal Services (RLS) related to the requests from Zyscovish, LLC and Inspire Placemaking Collective, Inc (Vendors) to change the standard terms of our Continuing Services Contract language. As an initial and general observation for all contracts, I do not recommend changing standard terms to contracts that the City requires others to follow. In this instance, specifically, this RFQ was awarded to numerous other Vendors, all of whom, except these two, have agreed to the City's standard language.

I will point out, the Agreements prepared for these two companies did not utilize the approved template from RLS 24-238. These Agreements should be prepared using that template and submitted for review as to form and correctness prior to being provided to the Vendors for signature. As it relates to the requests to change terms, I have compared the language to the Template in RLS 24-238, and it is the same. Therefore, I am able to address each requested change at this time. Each Vendor's requests are addressed below.

Zyscovish, LLC

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) Professional Liability) language: The Risk Manager has uploaded a Memorandum to Agenda Quick for your review regarding this request. The request to change the maximum deductible or self-insured retention from $10,000 to $100,000 per claim/occurrence is not recommended, please see Risk Manager's Memorandum. All other Vendors have been required to agree to this language and amount.

3. Paragraph 13 (Indemnification) language: The Vendor has requested "when recoverable by law" be added to the recoverable costs. While I would not recommend that language be used, I do believe "unless prohibited by law," would be acceptable. Again, I will reiterate that it is ill-advised to change standard language that others have been required to agree to.

4. Paragraph 21 (Attorneys' Fees and Costs) language: The Vendor has requested removal of the prevailing party language. While this language is not legally required to be in the Agreement, this is the language you elected to include in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

5. Paragraph 38 (Dispute Resolution) language: The Vendor has proposed language requiring mediation and arbitration for disputes. The language they have proposed is legally permissible. The language as you drafted, however, has been included in all other Agreements with Vendors for this RFQ. It is therefore not recommended to changed standard language that results in different terms for different Vendors of the same RFQ award.

Inspire Placemaking Collective, Inc

1. Paragraph 5 (Time of Performance) language: I do not recommend removing this language, as it is standard in all City contracts to require liquidated damages in an appropriate and reasonable amount. While you could legally remove this language, it is not recommended. Additionally, all other Vendors to this RFQ (excepting these two) have been required to agree to this language.

2. Paragraph 12(B)(4) (Professional Liability): The City requires Professional Liability coverage for a contract providing for this type of service. The Risk Manager has prepared a Memorandum, which has been uploaded to Agenda Quick. Mr. Rios points out the minimum acceptable Professional Liability coverage is $2,000,000. Again, all other Vendors (excepting these two) have agreed to the $3,000,000 as originally included. For fairness and consistency, it is not recommended that this term be changed, even though it legally can be changed. I will also point out, I did review the RFQ, and the Required Limits of Insurance stated $3,000,000 was required for Professional Liability coverage.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

March 1, 2024

RE: Notification of Award
RFQ No. 2024-005 ~ Miscellaneous Professional Continuing Services

To Whom It May Concern:

The City of Fort Pierce Commission met in regular session, Tuesday, February 20, 2024, and approved the following firms as the City's Miscellaneous Professional Continuing Services providers:

Professional Service	Firms
Architectural Services	Architects Design Collaborative, LLC
	Don Bergman Architecture LLC
	EXP u.s. Services, INC
	Zyscovich, LLC
Environmental Services	EXP U.S. Services, Inc
	GFA International, Inc dba Universal Engineering Sciences
	Royal Consulting Services, Inc
Facilities Engineering – MEP Services	BCER Engineering, Inc
	Cape Design Engineering Co.
	SGM Engineering, Inc
	TLC Engineering Solutions, Inc
Facilities Engineering – Structural	Cape Design Engineering Co.
	MBV Engineering, Inc
	TLC Engineering Solutions, Inc
Hydrogeological Services	EXP U.S. Services, Inc
	Royal Consulting Services, Inc
Landscape Architectural Services	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Inspire Placemaking Collective, Inc
Urban Planning	Architects Design Collaborative, LLC
	Cotleur & Hearing
	Zyscovich, LLC

To view the agenda item, supporting documentation and the evaluation matrix, click on the link below: https://destinyhosted.com/agenda_publish.cfm?id=36787&mt=ALL&vl=true&get_month=2&get_year=2024&dsp=ag&seq=3760. See item number 11e.

We appreciate your interest in doing business with the City of Fort Pierce and certainly hope you will still have continued interest in future projects.

Sincerely,

Monica Gonzales

Monica Gonzales
Purchasing Specialist

/gm

cc: Audria Moore-Wells, Special Projects Coordinator
Shyanne Harnage, Economic Development Manager
Johnna Morris, MBA, CGFP, CPPT Director of Finance

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR QUALIFICATIONS and PROPOSER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467- 3102	**RFQ No: 2024-005**
Pre-Qualification Conference Time & Date: **N/A**	**RFQ Title: MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES**
Pre-Qualification Conference Location: **N/A**	**RFQ Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFQ Due Date & Time: **3:00 PM, TUESDAY, NOVEMBER 14, 2023**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation _____** **Partnership _____** **Proprietorship _____**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized

agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing

Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of

persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board 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 Proposer. Further, if such claim is made, or is pending, the Proposer 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 Proposer and receive reimbursement. If the Proposer used any design, device, or materials

covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly

executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

Vendor 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 their sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

Vendor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor 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 Vendor hereby agrees to provide same. Until such insurance is no longer required by this Contract, Vendor 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 Vendor is permitted to and elects to sub-contract any of the work performed under this Contract, Vendor will require all sub-Contractors 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 sub-Contractor's work.

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, 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 Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective members, 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 the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

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 the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective members, 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 Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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, 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 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:

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

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover Vendor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the 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 minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$3,000,000 Each Claim/Annual Aggregate

If Vendor subcontracts any of the work, Vendor shall either include the Sub-Contractors in Vendor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the Vendor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Vendor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability 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 minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

The insurance provided by Vendor 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 Vendor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Vendor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Vendor or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the Vendor shall be

in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Vendor) available to the City under this Agreement or otherwise.

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

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

Vendor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Vendor or Vendors, without the City incurring any liability to Vendor.

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

The Vendor shall furnish to the City Certificates of Insurance allowing thirty (30) day's notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

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
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Tuesday, November 14, 2023**.

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO	**COPY TO**
Shyanne Harnage	**LaTonya Hubbard**
Economic Development Manager	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3780	Fax: 772-467-3848
Email: sharnage@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than, **5:00PM, Thursday, November 2, 2023.**

4. TERM OF CONTRACT

The Vendors selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to two (2) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

15.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.

15.4. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

15.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. SUMMARY

The City of Fort Pierce, Florida, is requesting submittals from qualified individuals/firms for Miscellaneous Professional Continuing Services for the purpose of selecting a provider to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Fort Pierce, Florida, in conformance with proposal document, which include technical specifications and/or a scope of work. Those individuals/firms interested in being considered for this RFQ are instructed to submit their submittal on the forms provided, pertinent to this project prior to 3:00 pm, Tuesday, November 14, 2023.

2. GENERAL INFORMATION

The City of Fort Pierce, located in St. Lucie County Florida is soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in the following areas to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. The City of Fort Pierce desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA:

a. Architectural Services
b. Environmental Testing Services
c. Facilities Engineering Services
    i. Mechanical, Electrical, and Plumbing (MEP) Engineering
    ii. Structural Engineering
d. Hydrogeological Services
e. Landscape Architectural Services
f. Urban Planning (may include):
    - Professional urban planning
    - Mixed Use Project Development (design and implementation)
    - Technical Design Investigations
    - Urban Infill Site Planning
    - Urban Design
    - Parks/Open Space/Streetscape Planning, Design and Analysis
    - Historic Preservation Planning and Desire
    - Small Area Studies/Economic Analysis
    - Project Design Oversight

- Neighborhood Identification and Placemaking

The City intends to enter into contracts for continuing services in each service area listed above, with the respondent(s) who submit qualifications as determined by the City to be most advantageous to the City. The City anticipates awarding up to three (3) contracts in each service area to the respondent(s) chosen but reserves the right to award in any fashion it decides, in its sole determination, is in the best interest of the City. All contracts awarded under this RFQ shall be "continuing contracts" as defined in Florida Statutes 287.055(2)(g) and shall be subject to the limitations and restrictions described therein. All contracts shall be awarded for an initial period of one year. The City may, at its sole discretion, extend the contract for additional one (1) year periods to a maximum of three (3) years, or may elect to re-advertise. The selected individuals or firms should be able to demonstrate exceptional experience in dealing with municipal public projects, specifically in urbanized areas, and all aspects of miscellaneous professional services in the designated area of expertise.

The scope of the professional services under each of these services will vary based on the specific needs of the City that arise over the duration of the contract. It is anticipated that the selected consultant(s) in each service area will be available to provide such services, as required, to all City departments. The selected firm(s) will take assignments on a project-by-project basis pursuant to the terms of a written agreement with the City. The City intends for each continuing services agreement to stipulate that no firm is guaranteed work assignments under the contract. Work assignments will be negotiated with the firm deemed by the City to be most qualified from the list of available firms to perform the specific task associated with each work order. Individual work orders will be negotiated as City's needs arise.

3. MINIMUM QUALIFICATIONS

Interested firms must be experienced in providing consulting services in the service areas of the nature described herein. While the use of sub-consultants may ultimately be required for completion of a specific assignment, it is the City's intent to select multiple consultants in each service area based solely on the qualifications of the lead consultant. To that end, submittals should contain no subconsultants. Any information submitted related to sub-consultants will not be considered. To be considered for selection in any or all of the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, St. Lucie County, and City of Fort Pierce codes, regulations, and laws. Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.

4. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or

more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

4.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	Details on how you plan to provide your services based on the specifications or scope of work provided in this solicitation.	Tab 1	10
Qualifications of Company	Includes company qualifications, introduction, and company information.	Tab 2	25
Personnel	Personnel qualifications	Tab 3	30
Services/References	Services (past projects) and references that support your comments on the services you provide. Past clients related experience with your company.	Tabs 4 and 5	35
		Total	**100**

4.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with

the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

5. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

TAB 1: Executive Summary

Indicate which of the professional service(s) your firm intends to provide, an overview of how you plan to provide your service(s) based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience
g. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
h. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

TAB 3: Key Personnel

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organization and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including:
    a. The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work.
    a. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 4: Service (Include similar projects)

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 5: References

1. Provide a minimum of three (3) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:

a. Name of reference organization
b. Contact person
c. Phone number
d. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 6: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – E=Verify Affidavit
Consultants: Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 5, page 23

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ 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 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 employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Proposer's Signature

_____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2023.

_____
Notary Public

My Commission expires: (Seal)

_____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Miscellaneous Professional Continuing Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2024-005
MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

November 1, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024- 005

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposer for clarification of the proposal specifications:

1. QUESTION: The scope mentions environmental testing services. Please clarify the types of environmental testing projects anticipated for this contract.

ANSWER: **No specific environmental testing projects have been identified at this time. We anticipate the type of assignments that may be required during the duration of this contract may include but are not limited to:**

- **Phase I Environmental Site Assessments**
- **Phase II/III Environmental Investigations**
- **Site Characterization/Soil and Groundwater Studies and Remediation**
- **Risk Assessments**
- **Brownfield Investigations and Redevelopment**
- **Asbestos Testing, Abatement Design, and Abatement Management**
- **Mold Assessments**
- **Lead-Based Paint Testing and Consulting**
- **Hazardous materials handling, treatment and/or disposal**

2. QUESTION: We understand - per item 3. Minimum Qualifications on page 20 - “it is the city’s intent to select multiple consultants...based solely on qualifications of lead consultants”. However, Tab 3 - Key Personnel (2a) asks for identification of all subconsultants authorized to be used, as well as a brief narrative. If subconsultants should not be included for this specific response, are proposers required to respond to Tab 3 (item 2a)?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals.**

3. **QUESTION:** In Tab 2 – Qualifications, " experience" is noted twice, in both items f. and g. Please clarify what should be submitted for item f. Experience, as there is no further details for this item.

ANSWER: **Item F is a duplication of Item G made in error. The required information for Tab 2: Qualifications is as follows:**

i. **Company Information.**
ii. **A brief company history.**
iii. **Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.**
iv. **Number of years your organization has been in business under its present business name.**
v. **Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.**
vi. **Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.**
vii. **Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.**

4. **QUESTON:** Page 13 (items 6-8) of the RFQ indicates respondents are to Submit sample certificates of insurance, business tax receipts/occupational licenses, and W-9 forms with proposal submissions. Please clarify which tab(s) should be used to submit this data in the response.

ANSWER: **Please include sample certificates, insurance, business tax receipts and W-9s, etc. In Tab #6: Required Forms.**

5. **QUESTON:** For the W-9 requirement (item 8 on page 13) please confirm if firms may submit W-9s already completed, or if we are required to use/submit the city's form.

ANSWER: **Already completed W-9s are acceptable.**

6. **QUESTON:** We understand respondents are to complete and return the City of Fort Pierce's Checklist (final page of RFQ) with submissions. Please clarify if it should be included with required forms in Tab 6, or elsewhere in the response.

ANSWER: **Please include it in Tab 6: Required Forms.**

7. QUESTION: SUBCONSULTANTS
Section IV, Minimum Qualifications (2) - (see screenshot of relevant language, below) This section indicates the firm should submit only in their area of expertise and not assemble a multi-functional team with sub-consultants. Section V, Tab 3 Key Personnel – (see screenshot of relevant language, below). This subsection requests identification of all sub-consultants and sub-contractors. Can you please clarify what the City is requesting related to sub-consultants and sub-contractors?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V, Instructions for Preparing Proposals.**

8. QUESTION: Professional firms qualified to provide design and consulting services Section IV, (2) General Information. This section list six (6) specific areas of professional services with subtypes for indicates that the following specialties " may include".

- Is it appropriate to list expertise in Urban Planning outside those listed as sub-categories?
- We are unsure how the City defines certain services, including:
- Technical Design Investigations
- Mixed Use Project Development (design and implementation): Does the City seek planners to oversee project teams to design and entitle City projects?
- Small Area Studies
- Project Design Oversight: Is this similar to "Mixed Use Project Development (Design and Implementation)"?

Can you please assist in clarifying the City's needs on these specific items so we can appropriately respond with our relevant experience?

ANSWER: **The scope of the professional services to be provided under this Contract will vary based on the specific needs of the City that arise over the duration of the Contract. It**

is anticipated that the Consultant will be available to provide such services, as required, to various City departments. The Consultant will take assignments on a project-by-project basis pursuant to the terms of this Contract. It is stipulated in the solicitation that the Consultant is not guaranteed work assignments under the Contract.
The bulleted list of potential assignments is given as a blanket overview of potential projects that may be needed. We suggest that responders provide their experience in Urban Planning to address their areas of expertise, not limited to the list of "sub-categories" of potential assignments.

For clarification, we anticipate the type of Urban Planning assignments that may be needed during the duration of this contract may include (but not limited to):

- **Planning and design services for projects identified in the Downtown Master Plan.**
- **Neighborhood Identification and Placemaking Projects throughout the City/Fort Pierce Redevelopment Agency.**
- **Streetscaping, Parks and Open Space Planning and Design.**
- **City/FPRA-owned Property Planning (possibly mixed-use).**
- **Comprehensive Policy Planning and Review.**

9. QUESTION: Evaluation Criteria (Selection V) We notice that the evaluation criteria does not include Local Preference or Minority/Woman-Owned Business Preference. Is this accurate? If so, why has the City changed its policy regarding Local Preference?

ANSWER: **This is accurate. The evaluation criteria used to evaluate solicitations are at the discretion of the Department requesting the services. Local Preference was formerly utilized under Special Terms and Conditions in competitive seal bid documents and Request for Proposal, not purchases for professional services subject to Florida Statue 287.055, the Consultant Competitive Negotiation Act, such as this Request Qualifications.**

10. QUESTION: Section I, General Conditions, sub (18)

Minority/Woman Owned Business Enterprise (MWBE) states: "An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance." Is there any support or benefit in ranking for being an MWBE in this RFQ?

ANSWER: **There is no specific ranking for MWBE in this RFQ.**

11. QUESTION: The highlighted bullets under Tab 1 were mentioned on #'d Page 13 but not listed in the Instructions for Preparing Proposals on #'d page 23. Are they required for this submittal?

ANSWER:

- Minority Outreach Plan – history of participation, strategy for promoting participation, realistic goals for participation, reference contact information for clients who can speak to your previous experience. – **disregard this item**
- Insurance - **Include proof of Insurance under Tab #6**
- Corporate Charter – **Include under Tab #2**
- Tax Receipt – **Include under Tab #6**

12. QUESTION: It appears that the RFQ allows for either delivery of a hard copy + a PDF to the City or a digital copy uploaded to Demandstar on the due date. Is this accurate?

ANSWER: **Yes. To clarify as stated on page 15 of the document, there are two options for electronic submissions, upload to DemandStar OR forward pdf format to the Purchasing Division email address.**

13. QUESTION: Section IV, item 3 MINIMUM QUALIFICATIONS, states that "submittals should contain no subconsultants". However, on Section V, Tab 3 KEY PERSONNEL, it states to "identify all sub-consultants and sub-contractors authorized to be used for the work". Additionally, Tab 3 is asking for the sub-consultant's experience, education, certifications, etc. Can you please clarify whether or not we need to submit sub-consultants?

ANSWER: **Information on sub-consultants and sub-contractors is not required. Tab 3, 2a. has been omitted from Section V: Instructions for Preparing Proposals**

14. QUESTION: Section V, on Tab 3 KEY PERSONNEL, it states "For the key

individuals who will be marketing, consulting, estimating, coordinating, supervising, and managing before, during and after-sales services, warranty, maintenance…" However, this solicitation, based on the scope of work stated on page 19, is for architectural and engineering services. Can you please confirm that we need to submit architects/engineers as our key personnel instead of marketing, consulting, after-sales services?

ANSWER: **Please provide the requested information for any key individuals on your team who will be providing services to the City of Fort Pierce. The examples given are just listed to reference the types of personnel the City might interact with.**

15. QUESTION: Can we exclusively submit for the Urban Planning discipline, or does the City expect firms to address all the disciplines specified from a to on page 19 of the RFQ?

ANSWER: **Firms may exclusively submit for any of the disciplines specified.**

16. QUESTION: Page 3 lists different types of services for licenses professional consultants. Is the City open to other types of licensed professional consultants submitting proposals to become prequalified?

IM Solutions is a full-service technology and communications integration firm specializing in Audiovisual, IT and Unified Communications system professional design, installation, and service. We are a woman-owned small business and have been in business since 2002.

ANSWER: **The City of Fort Pierce is not seeking IT consultants as part of this solicitation. However, you can subscribe to receive updates on other bid opportunities to be notified when an opportunity may arise:** Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

November 9, 2023

CITY FORT PIERCE

MISCELLANEOUS PROFESSIONAL CONTINUING SERVICES

RFQ NO. 2024-005

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** Professional liability - We have the standard 3-Million-dollar coverage. However, we also have a 2-million-dollar umbrella policy. Will this be acceptable?

ANSWER: **Yes, this will be acceptable**

2. **QUESTION:** Watercraft Insurance – We are applying for Architectural service and do not believe we will be affected by this. Is it acceptable as the architect, not to have this coverage?

ANSWER: **Yes, this will be acceptable**

3. **QUESTION:** Cyber Insurance – We have never been asked for this and therefore do not have this coverage. Is this required for architectural services?

ANSWER: **We can forgo the Cyber Insurance**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

City Commission Regular Meeting - 5:05 pm **12. a.**

Meeting Date: 09/16/2024

Re: Public Hearing on FY 2025 Millage Rate, Ordinance 24-035

Submitted For: City Clerk, Deputy City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 24-035 providing for the levying and collecting of taxes for the City of Fort Pierce for Fiscal year beginning October 1, 2024 and Ending September 30, 2025 and adopting the final millage rate of 6.9. SECOND READING

SUMMARY:

In order to levy taxes on property within its jurisdiction, the City must have an ordinance prepared and adopted per the City Charter and Florida Statutes. This ordinance is prepared to comply with statutory requirements by both the City and State.

RECOMMENDATION:

Adopt the millage rate of 6.9000.

ALTERNATIVES:

Decrease the millage rate.

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

City Manager, City Clerk, and City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

OTHER INFORMATION:

Provide for the levying and collection of taxes to support financing the fiscal 2025 operating budget for the General Fund.

Attachments

FY'25 Millage Rate Ordinance

RLS Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/20/2024 10:52 AM

City Manager	Linda Cox	08/20/2024 05:49 PM
Form Started By: Linda Cox		Started On: 07/25/2024 02:49 PM
Final Approval Date: 09/05/2024		

ORDINANCE NO. 24-035

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE **LEVYING AND COLLECTING OF TAXES FOR THE CITY OF FORT PIERCE, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025**, FOR THE PURPOSE OF RAISING SUCH AMOUNT AS MAY BE NECESSARY TO CARRY ON THE GOVERNMENT OF SAID CITY DURING SAID FISCAL YEAR AND TO PAY FUNDS SO COLLECTED INTO THE ACCOUNTS PROVIDED THEREFOR; **ADOPTING THE CITY OF FORT PIERCE 2024-25 FISCAL YEAR FINAL MILLAGE RATE**; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The final millage rate of the City of Fort Pierce, Florida, for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025 is hereby levied at the rate of 6.9000 per thousand-dollar valuation for general City purposes; said rate being in excess of the roll-back rate by 7.28%.

SECTION 2. The City Commission of the City of Fort Pierce, Florida hereby levies a tax of 6.9000 per thousand-dollar valuation on all real and personal property within the corporate limits of said City, subject to tax on the first day of January 2024, provided however that such 6.9000 shall not be levied upon property in the City of Fort Pierce exempt under state statute or federal constitution.

SECTION 3. That the City Manager is hereby instructed and directed to certify to the St. Lucie County Property Appraiser the above and forgoing enumerated Millage to be levied for all purposes, for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025 in the said City of Fort Pierce, Florida, pursuant to the provision of the laws of the State of Florida and the Charter of the City of Fort Pierce.

SECTION 4. This ordinance shall be and become effective October 1, 2024.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
Interim-City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-R035 was duly advertised by title only in the St. Lucie News Tribune on August 29, 2024; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 03, 2024; and was duly introduced, read by title only, and passed on second and final reading on September 16, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the day of September 16, 2024.

_____
Linda Hudson,
Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(City Seal)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Megan LeGrand, Executive Assistant, Finance Department

FROM: Sara Hedges, City Attorney SH

RE: FY 2025 Millage Ordinance

CAO RLS FILE: RLS 24-312

DATE: August 2, 2024

I have reviewed the above Request for Legal Services (RLS) regarding review of a draft Ordinance for the Fiscal Year 2024-2025 Millage. The Ordinance is approved as to form and correctness.

Please remember to fill in the Ordinance number and Advertisement date in the last paragraph where the blanks are left prior to presentation to the City Commission for adoption.

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 **12. b.**

Meeting Date: 09/16/2024

Re: Public Hearing on FY 2025 Budget, Ordinance 24-036

Submitted For: City Clerk, Deputy City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 24-036 adopting the final budget for the City of Fort Pierce for fiscal year beginning October 1, 2024 and ending September 30, 2025. SECOND READING

SUMMARY:

Per the City Charter and Florida Statutes, the City must adopt a balanced budget for its FY 2025 operations. This ordinance is prepared to comply with statutory requirements of both the City and State.

RECOMMENDATION:

Adopt the budget as presented

ALTERNATIVES:

If amended, approve the amendments and then adopt the budget.

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

City Manager, City Clerk, and City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

OTHER INFORMATION:

Establishes the fiscal year 2025 operating budget for General Fund.

Attachments

FY 2025 Budget Ordinance

RLS Memo

Exhibit A - Updated Budget

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/20/2024 11:12 AM
City Manager	Linda Cox	08/20/2024 05:48 PM

Form Started By: Linda Cox Started On: 07/25/2024 02:50 PM
Final Approval Date: 09/05/2024

ORDINANCE NO. 24-036

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; **ADOPTING A FINAL BUDGET FOR THE CITY OF FORT PIERCE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025;** AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The City Commission of Fort Pierce, Florida after having held a public hearing, hereby adopts as its final budget for the operation of the government of said City for the fiscal year beginning October 1, 2024, and ending September 30, 2025, the estimates made by the City Manager of said City presented to the City Commission on September 03, 2024, which detailed amended estimates are now on file with the City Clerk and the Director of Finance.

SECTION 2. That it shall be the duty of the City Manager to set up the aforesaid appropriation of revenues and expenses on the account records of said City, to keep such accounts thereof, as required by the Charter of said City, as may be directed from time to time by the City Commission.

SECTION 3. This ordinance shall be and become effective October 1, 2024.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-036 was duly advertised by title only in the St. Lucie News Tribune on August 29, 2024; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 03, 2024; and was duly introduced, read by title only, and passed on second and final reading on September 16, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the day of September , 2024.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(City Seal)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Megan LeGrand, Executive Assistant, Finance Department

FROM: Sara Hedges, City Attorney SH

RE: FY 2025 Budget Ordinance

CAO RLS FILE: RLS 24-311

DATE: August 2, 2024

I have reviewed the above Request for Legal Services (RLS) regarding review of a draft Ordinance for the Fiscal Year 2024-2025 Budget. The Ordinance is approved as to form and correctness.

Please remember to fill in the Ordinance number and Advertisement date in the last paragraph where the blanks are left prior to presentation to the City Commission for adoption.

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

Thank you.
SH/mm

THE SUNRISE CITY

FORT PIERCE *Florida*



FY 2024/25

PROPOSED OPERATING BUDGET

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Taxes					
311 010	Current Ad Valorem	$ 19,465,729	$ 22,312,937	$ 27,202,717	$ 30,772,543
311 015	Ad Valorem Adjustment Amount	0	0	(1,360,136)	(1,538,627)
311 020	Delinquent Ad Valorem	24,513	52,630	40,000	40,000
312 410	Local Option Gas Tax	1,378,053	1,346,683	1,380,000	1,400,500
312 420	New Local Option Gas Tax	964,681	1,141,681	975,000	1,100,000
314 100	Public Service Electricity	2,565,567	2,906,753	2,650,000	2,850,000
314 101	Electricity FPL	464,395	559,577	475,000	525,000
315 200	Telecommunications Tax	1,279,478	1,495,303	1,285,000	1,350,000
314 300	Public Service Water	383,573	396,375	375,000	395,000
319 900	Misc. Taxes	923	879	900	900
	Total Taxes	$ 26,526,912	$ 30,212,819	$ 33,023,481	$ 36,895,316
Licenses and Permits					
316 000	Business Tax Receipts	$ 294,465	$ 327,304	$ 325,000	$ 0
316 001	Certificates of Use	0	0	0	325,000
322 910	Planning & Zoning Fees	397,272	129,945	250,000	225,000
322 920	Amendments	52,849	47,339	45,000	45,000
322 930	Sign Fees	5,455	5,060	6,500	5,500
322 940	Miscellaneous	132,130	127,468	130,000	125,000
329 501	Animal Licenses	12,282	9,195	12,000	9,500
329 502	Lot Clearing Permits	5,231	19,679	2,500	7,500
329 503	Demolition Permits	3,072	41,822	0	5,000
329 505	Vendor Permit/Application Fees	350	250	400	350
329 508	Vendor Permit Fees	300	250	400	350
329 599	Other Licenses/Permits	13,731	20,146	15,000	15,000
	Total Licenses and Permits	$ 917,137	$ 728,456	$ 786,800	$ 763,200
Intergovernmental Revenues					
331 50	Disaster Relief/Federal	$ 71,819	$ 159,894	$ 0	$ 0
334 20	Public Safetey, Transportation, other Ste	681,246	22,699	0	0
334 50	Disaster Relief/State	11,970	480	0	0
334 51	American Rescue Plan	0	0	1,000,000	0
335 12	State Revenue Sharing	2,102,740	2,347,309	2,000,000	2,300,000
335 13	Half Cent Sales Tax	2,722,204	2,952,013	2,600,000	2,900,000

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Intergovernmental Revenues contd.					
335 14	Mobile Home License	63,333	66,644	55,000	60,000
335 15	Beverage License	53,767	51,588	55,000	55,000
335 16	Infrastructure Sales Tax	2,644,418	3,090,283	2,650,000	3,000,000
335 17	Casualty Premium Tax	453,086	544,239	455,000	545,000
335 41	Fuel Tax Refund	50,498	54,856	50,000	50,000
338 20	County Shared Occup. License	56,039	66,717	55,000	60,000
339 10	Payments in Lieu of Tax-Hsg Auth	33,706	37,308	34,000	34,500
	Total Intergovernmental Rev.	$ 8,944,827	$ 9,394,032	$ 8,954,000	$ 9,004,500
Charges for Services					
341 30	Sale Maps and Publications	$ 50	$ 0	$ 50	$ 50
341 40	Certified Copying & Rec Search	69,600	64,683	55,000	60,000
341 41	Reproduction-City Hall	9,056	7,390	9,500	9,500
341 42	Application Fee	23,291	22,376	20,000	20,000
341 90	Investigative Surcharge	25,129	26,315	30,000	25,000
341 91	Jury Duty and Fees	640	0	100	100
341 92	Qualifying Fees	1,065	550	0	500
343 91	Lot Clearing-Admin. Charge	22,418	37,090	15,000	25,000
343 92	Rotation Towing-Admin. Charge	31,750	31,675	30,000	30,000
344 50	Parking Fines	102,583	71,347	75,000	75,000
344 51	Traffic Fines	31,193	48,217	32,000	35,000
345 90	Vacation Rental	148,557	160,015	75,000	100,000
347 40	Community Center/Bus. Social	106,848	122,039	100,000	115,000
347 42	Comm. Center Special Events	28,949	29,745	30,000	30,000
347 44	Comm. Center Rental Fees	28,170	35,098	30,000	35,000
347 48	Comm. Center Events	15,065	16,988	15,000	16,500
347 49	Comm. Center Insurance & Other	11,600	14,025	7,500	12,000
347 92	Youth Activity Funds	90,922	62,230	70,000	70,000
	Total Charges for Services	$ 746,885	$ 749,783	$ 594,150	$ 658,650
Fines and Forfeitures					
351 10	Court Fines	$ 2,442	$ 5,411	$ 2,500	$ 2,500
351 30	Police Education	5,485	6,510	6,000	5,500
354 10	Alarm Permit Violations	151,675	170,950	140,000	150,000

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Fines and Forfeitures contd.					
354 20	License Penalties	5,847	9,909	9,000	9,000
354 30	Animal Control	8,716	2,772	7,500	7,500
354 50	Property Code Violations	68,318	156,094	100,000	100,000
	Total Fines & Forfeitures	$ 242,484	$ 351,644	$ 265,000	$ 274,500
Miscellaneous Revenues					
361 10	Interest on Investments	$ 1,252	$ 9,684	$ 15,000	$ 15,000
361 33	Other Interest Earnings	1,386	6,571	3,500	3,500
362 13	Rent - Little Jim	27,882	29,810	28,000	29,000
362 14	Rent - Old City Hall/Sunrise Center	42,716	45,000	45,000	45,000
362 15	Misc. Rental	3,310	2,782	3,000	3,000
325 210	Liens	75,439	321,592	75,000	75,000
325 220	Demolition Liens	15,546	6,993	0	5,000
325 230	Lot Clearing	57,352	58,968	40,000	50,000
325 240	Interest on Assessments	55	482	75	100
325 250	Emergency Repair Liens	3,347	(19,343)	6,000	6,000
364 41	Sale of Surplus Equipment	37,142	23,345	30,000	30,000
365 10	Sale of Scrap	0	0	0	0
366 90	Other Contributions/Donations	8,846	22,184	500	500
367 00	Gain/Loss on Sale of Investments	(5039)	487	0	0
369 31	Reimbursement of Expenditures	469,296	252,609	275,000	275,000
369 32	Purchasing Card Rebate	39,885	48,443	50,000	50,000
369 34	Wellness Program	20,000	2,738	1,700	19,200
	Reimbursement Contractual Services				
369 43	Community Dev. Block Grant	0	0	0	0
369 45	Stormwater	383,043	334,477	700,000	700,000
369 46	Golf Course	33,000	33,000	33,000	33,000
369 47	Sunrise Theatre	33,000	33,000	33,000	0
369 49	Accidents	0	0	0	0
369 50	Other Misc Revenues	19,967	94,000	3,000	25,000

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Miscellaneous Revenues contd.					
	Administrative Reimbursement				
369 51	Ft. Pierce Redevelopment Agcy	175,000	175,000	175,000	181,000
369 52	Marina	48,750	45,000	45,000	46,350
369 53	Solid Waste	80,000	80,000	80,000	82,400
369 55	Retirement & Benefit System	180,000	189,000	207,900	227,000
369 59	Police Department/Detail Work	94,792	87,570	70,000	190,000
369 61	Building Department	275,000	300,000	300,000	310,000
	Other Miscellaneous Reimbursements				
369 57	St. Lucie County	15,752	0	147,000	75,000
369 60	State of Florida	529,227	608,940	560,000	575,000
369 71	Keep Ft. Pierce Beautiful	0	0	15,000	0
369 85	Settlement of Claims	77,623	279,161	50,000	75,000
369 90	Other Misc. Revenues	65,987	80,374	10,000	75,000
	Total Miscellaneous Revenues	$ 2,809,556	$ 3,151,865	$ 3,001,675	$ 3,201,050
Interfund Transfers					
381 23	Special Revenue Fund	$ 0	$ 0	$ 0	$ 0
381 89	Restricted Fund	2,830,767	436,476	250,000	250,000
381 91	FPRA	3,318,097	2,384,248	3,852,365	5,442,950
381 94	Solid Waste	80,000	38,055	0	0
381 95	Building	7,331	4,455	0	0
	Total Interfund Transfers	$ 6,236,195	$ 2,863,234	$ 4,102,365	$ 5,692,950
Contribution from Enterprise Funds					
382 10	Electricity	$ 4,146,534	$ 4,297,058	$ 4,784,328	$ 4,698,480
382 20	Water	1,166,328	1,257,407	1,657,800	1,659,798
382 30	Gas	283,326	300,259	343,176	343,542
382 40	Sewer	851,580	903,607	1,195,164	1,300,518
382 41	UA Other	76,640	90	4,500	600
382 50	Solid Waste Transfer	930,713	700,000	500,000	500,000
382 55	Golf Course Transfer	0	0	0	0
382 60	Marina Transfer	250,000	275,000	275,000	275,000
	Total Contribution from Enterprise	$ 7,705,121	$ 7,733,421	$ 8,759,968	$ 8,777,938

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - REVENUE DETAIL

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Installment Purchases					
383 00	Loan Proceeds	$ 0	$ 0	$ 0	$ 0
383 10	Capital Lease Proceeds	0	0	0	0
	Total Installment Purchases	$ 0	$ 0	$ 0	$ 0
	Total Revenue	$ 54,129,117	$ 55,185,254	$ 59,487,439	$ 65,268,104
	Appropriated Fund Balance	0	0	0	
	Restricted Revenue	(400,000)	(400,000)	(600,000)	(600,000)
	Unrestricted Fund Balance	(1,626,067)	(1,324,555)	0	0
TOTAL GENERAL FUND RESOURCES		**$ 52,103,050**	**$ 53,460,699**	**$ 58,887,439**	**$ 64,668,104**

Budget for Fiscal Year 2024/25

PERSONNEL SERVICES COST BY DEPARTMENT/DIVISION

	Department/Division	2023 Funded Positions	2024 Funded Positions	Salaries	Overtime	FICA	Retirement	Life/Health Insurance	Dental Insurance	Workers' Comp	Total
General Fund											
10 00	City Commission	5	5	$165,360	$0	$14,716	$23,175	$62,270	$1,966	$182	$267,669
13 00	City Manager	7	8	735,110	0	56,649	99,015	100,632	4,763	809	996,978
14 00	City Attorney	5	6	677,174	0	52,217	135,464	61,191	2,512	651	929,207
16 00	City Clerk	5	5	344,844	0	26,794	64,038	57,172	3,027	379	496,254
22 00	Human Resources	5	6	483,623	0	36,997	89,809	67,370	2,985	532	681,316
24 00	Finance	11	11	905,189	6,000	70,119	117,569	138,911	6,710	1,002	1,245,501
25 00	Information Technology	13	13	1,190,154	15,000	92,607	223,797	170,668	7,821	1,326	1,701,373
26 00	Purchasing	4	4	269,075	0	20,584	49,967	30,693	1,256	296	371,871
29 01	Planning	7	7	575,973	0	44,475	106,958	84,262	3,640	634	815,941
29 03	Code Enforcement	14	15	848,931	10,000	66,121	159,503	160,010	6,862	14,559	1,265,987
30 00	Police (Combined)	174	176	12,927,242	600,000	1,034,834	2,247,729	2,118,732	93,971	318,383	19,340,892
40 00	Public Works (Combined)	66	66	3,490,046	79,000	273,032	579,009	754,543	36,631	136,046	5,348,307
44 00	Engineering	10	10	839,238	5,000	64,584	133,787	129,393	5,573	19,041	1,196,618
45 04	Leisure Services	6	7	379,470	0	29,029	59,409	76,160	2,801	3,598	550,468
60 00	Administrative	0	0	0	0	0	0	225,000	0	0	225,000
	General Fund Total	**332**	**339**	**$23,831,430**	**$715,000**	**$1,882,759**	**$4,089,230**	**$4,237,006**	**$180,518**	**$497,437**	**$35,433,381**
Enterprise & Special Revenue Funds											
29 02	Building Inspections	29	34	2,139,566	30,000	166,385	402,888	387,215	16,461	35,832	3,178,347
30 05	Police Grants	4	6	261,050	0	19,970	48,477	46,820	1,902	287	378,506
30 07	Police Grants/FPRA	5	10	665,686	10,000	51,690	121,097	74,232	5,184	17,771	945,659
40 07	Animal Shelter	12	16	614,989	0	47,047	114,203	108,050	5,030	8,312	897,632
41 00	Marina	11	11	596,246	5,000	46,408	101,223	100,829	4,419	15,086	869,211
42 00	Solid Waste	43	43	2,491,850	50,000	195,278	404,940	469,583	22,235	102,674	3,736,560
45 00	Golf Course	4	4	292,510	0	22,377	54,319	36,621	2,202	7,927	415,956
46 00	Sunrise Theatre	5	3	212,302	0	16,241	39,424	19,916	835	234	288,952
90 00	CDBG	5	5	341,781	0	26,184	63,562	36,719	2,440	377	471,062
94 00	FPRA	0	0	0	0	0	0	0	0	0	0
	Enterprise Funds Total	**118**	**132**	**7,615,979**	**95,000**	**591,581**	**1,350,133**	**1,279,984**	**60,708**	**188,499**	**11,181,885**
	TOTAL ALL FUNDS	**450**	**471**	**$31,447,409**	**$810,000**	**$2,474,340**	**$5,439,364**	**$5,516,991**	**$241,226**	**$685,936**	**$46,615,266**

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
City Commission					
10 00	Personnel Services	$ 211,213	$ 247,792	$ 263,410	$ 267,669
	Operating Expense	42,728	50,409	56,304	52,745
	Capital Outlay	2,537	2,927	0	0
		$ 256,478	$ 301,128	$ 319,714	$ 320,414
City Manager					
13 00	Personnel Services	$ 912,906	$ 941,376	$ 881,245	$ 996,978
	Operating Expense	40,226	50,244	61,500	53,350
	Capital Outlay	0	0	0	0
		$ 953,132	$ 991,620	$ 942,745	$ 1,050,328
City Attorney					
14 00	Personnel Services	$ 441,311	$ 672,607	$ 726,183	$ 929,207
	Operating Expense	71,444	56,944	132,600	113,440
	Capital Outlay	665	0	0	0
		$ 513,420	$ 729,551	$ 858,783	$ 1,042,647
City Clerk					
16 00	Personnel Services	$ 355,002	$ 428,590	$ 465,917	$ 496,254
	Operating Expense	88,377	47,255	44,890	53,890
	Capital Outlay	0	0	0	0
		$ 443,379	$ 475,845	$ 510,807	$ 550,144

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Human Resources					
22 00	Personnel Services	$ 465,921	$ 520,269	$ 465,056	$ 681,316
	Operating Expense	62,651	108,443	83,350	79,100
	Capital Outlay	574	2,627	0	0
		$ 529,146	$ 631,339	$ 548,406	$ 760,416
Finance					
24 00	Personnel Services	$ 914,524	$ 1,023,228	$ 1,179,854	$ 1,245,501
	Operating Expense	91,629	65,546	63,400	65,500
	Capital Outlay	6,950	0	0	0
		$ 1,013,103	$ 1,088,774	$ 1,243,254	$ 1,311,001
Information Technology					
25 00	Personnel Services	$ 806,289	$ 853,127	$ 1,453,364	$ 1,701,373
	Operating Expense	934,373	769,569	1,204,875	1,474,875
	Capital Outlay	6,440	93,705	5,000	80,000
		$ 1,747,102	$ 1,716,401	$ 2,663,239	$ 3,256,248
Purchasing					
26 00	Personnel Services	$ 320,001	$ 337,528	$ 345,552	$ 371,871
	Operating Expense	13,614	25,409	30,550	26,750
	Capital Outlay	0	3,391	0	0
		$ 333,615	$ 366,328	$ 376,102	$ 398,621
Planning					
29 01	Personnel Services	$ 513,879	$ 677,672	$ 752,629	$ 815,941
	Operating Expense	94,271	56,117	112,900	106,900
	Capital Outlay	0	1,390	2,500	0
		$ 608,150	$ 735,178	$ 868,029	$ 922,841

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Community Response/Code Enforcement					
29 03	Personnel Services	$ 914,760	$ 1,093,205	$ 1,104,464	$ 1,265,987
	Operating Expense	646,581	435,118	441,400	420,400
	Capital Outlay	16,665	3,706	0	0
		$ 1,578,006	$ 1,532,029	$ 1,545,864	$ 1,686,387
Police					
Combined	Personnel Services	$ 14,550,659	$ 16,028,716	$ 17,340,525	$ 19,340,892
	Operating Expense	3,012,975	1,758,404	1,802,750	1,943,500
	Capital Outlay	1,414,131	95,569	0	0
		$ 18,977,765	$ 17,882,689	$ 19,143,275	$ 21,284,392
Public Works/Director					
40 02	Personnel Services	$ 65,023	$ 74,035	$ 76,021	$ 81,265
	Operating Expense	91,096	104,635	91,160	25,000
	Capital Outlay	553	5,796	0	0
		$ 156,672	$ 184,466	$ 167,181	$ 106,265
Public Works/Fleet Maintenance					
40 03	Personnel Services	$ 683,300	$ 720,817	$ 854,915	$ 904,736
	Operating Expense	66,431	111,680	42,350	48,200
	Capital Outlay	0	695	0	0
		$ 749,731	$ 833,192	$ 897,265	$ 952,936
Public Works/Facilities Maintenance					
40 04	Personnel Services	$ 804,552	$ 913,680	$ 900,470	$ 974,821
	Operating Expense	639,096	655,752	532,500	533,500
	Capital Outlay	25,471	3,425	0	0
		$ 1,469,119	$ 1,572,857	$ 1,432,970	$ 1,508,321

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Public Works/Parks & Grounds					
40 05	Personnel Services	$ 1,710,278	$ 1,807,379	$ 1,743,876	$ 1,923,821
	Operating Expense	1,104,788	1,011,049	926,500	926,500
	Capital Outlay	0	15,882	0	0
		$ 2,815,066	$ 2,834,311	$ 2,670,376	$ 2,850,321
Public Works/Streets & Drainage					
40 06	Personnel Services	$ 1,193,772	$ 1,367,146	$ 1,376,655	$ 1,463,663
	Operating Expense	1,215,722	1,346,483	1,240,000	1,350,000
	Capital Outlay	0	0	0	0
		$ 2,409,494	$ 2,713,628	$ 2,616,655	$ 2,813,663
Engineering					
44 00	Personnel Services	$ 902,980	$ 1,096,256	$ 1,169,494	$ 1,196,618
	Operating Expense	339,250	401,468	538,570	589,150
	Capital Outlay	0	0	0	0
		$ 1,242,230	$ 1,497,724	$ 1,708,064	$ 1,785,768
Leisure Services					
45 04	Personnel Services	$ 210,404	$ 225,585	$ 372,487	$ 550,468
	Operating Expense	298,076	237,475	253,850	246,850
	Capital Outlay	0	0	0	0
		$ 508,480	$ 463,060	$ 626,337	$ 797,318

Proposed Budget for Fiscal Year 2024/25

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Administrative					
60 00	Personnel Services	$ 656,037	$ 771,707	$ 555,800	$ 770,000
	Operating Expense	6,257,819	7,249,876	9,109,527	9,956,491
	Capital Outlay	2,784,693	3,563,596	3,975,000	4,111,052
	Grants and Aid	315,183	234,633	448,000	573,000
	Non-Oper. Transfer	5,785,229	5,090,767	5,660,044	5,859,530
		$ 15,798,961	$ 16,910,579	$ 19,748,371	$ 21,270,073
All Departments					
	Personnel Services	$ 26,632,812	$ 29,800,713	$ 32,027,919	$ 35,978,381
	Operating Expense	15,111,146	14,541,877	16,768,976	18,066,141
	Capital Outlay	4,258,679	3,792,709	3,982,500	4,191,052
	Grants and Aid	315,183	234,633	448,000	573,000
	Non-Oper. Transfer	5,785,229	5,090,767	5,660,044	5,859,530
TOTAL GENERAL FUND EXPENDITURES		**$ 52,103,050**	**$ 53,460,699**	**$ 58,887,439**	**$ 64,668,104**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	City Commission
Fund/Division Number: 1000	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Mayor/Commissioner	1	1	1	1
Commissioners	4	4	4	4
Total Budgeted Staffing Level	5	5	5	5

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages-Mayor	$ 36,301	$ 37,697	$ 40,560	$ 40,560
1010	Salaries and Wages-Commissioners	103,499	115,538	124,800	124,800
1030	Accrued Compensation	0	0	0	0
2010	FICA	11,506	12,307	14,716	14,716
2020	Retirement Contributions	17,756	22,145	21,915	23,175
2030	Life & Health Insurance	39,801	58,086	59,384	62,270
2035	Dental Insurance	2,022	1,719	1,788	1,966
2040	Workers' Compensation	329	299	248	182
	Total Personnel Services	$ 211,213	$ 247,792	$ 263,410	$ 267,669
Operating Expense					
4010	Car Allowance	$ 19,950	$ 27,295	$ 27,000	$ 27,000
4030	Conferences	9,848	11,601	15,000	20,000
4110	Communications	7,739	7,945	9,000	0
4120	Freight and Postage	26	5	100	100
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	0	59	200
4810	Advertising	0	674	1,695	1,695
4990	Miscellaneous Expense	939	814	1,500	1,500
5110	Office Supplies	1,520	1,120	500	500
5150	Miscellaneous Equipment	214	149	0	0
5250	Uniforms	721	0	750	750
5410	Books, Pubs, Subscriptions & Mbrshp	1,771	806	700	1,000
	Total Operating Expense	$ 42,728	$ 50,409	$ 56,304	$ 52,745
Capital Outlay					
6410	Office Equipment & Machinery	$ 2,537	$ 2,927	$ 0	$ 0
	Total Capital Outlay	$ 2,537	$ 2,927	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 256,478**	**$ 301,128**	**$ 319,714**	**$ 320,414**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	City Manager
Fund/Division Number: 1300	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
City Manager	1	1	1	1
Executive Assist/City Manager	1	1	1	1
Special Projects Coordinator	1	1	1	1
CRA Administrator	0	0	0	1
Redevelopment Specialist	0	2	2	3
Redevelopment Assistant	0	0	1	1
Economic Development Manager	1	1	1	0
Administrative Assistant	1	1	0	0
Communication & Marketing Manager	1	0	0	0
Risk Management Admin. Specialist	1	0	0	0
Risk Manager	1	0	0	0
Marketing Specialist	1	0	0	0
Total Budgeted Staffing Level	9	7	7	8

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 616,840	$ 608,327	$ 650,133	$ 723,110
1030	Accrued Compensation	41,856	94,811	7,500	12,000
1040	Overtime	1,193	2,557	0	0
2010	FICA Taxes	47,318	47,004	50,722	56,649
2020	Retirement Contributions	109,653	100,225	81,712	99,015
2030	Life & Health Insurance	89,944	83,365	86,241	100,632
2035	Dental Insurance	4,765	3,833	3,950	4,763
2040	Workers' Compensation	1,337	1,254	986	809
	Total Personnel Services	$ 912,906	$ 941,376	$ 881,245	$ 996,978
Operating Expense					
3495	Temporary Employee Services	$ 0	$ 0	$ 0	$ 0
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel and Education	7,206	10,442	10,000	12,000
4030	Conferences	0	0	0	0
4110	Communications	10,914	13,621	11,000	0
4120	Freight and Postage	339	423	600	600
4410	Equipment Rental	3,289	4,341	5,000	5,000
4420	Vehicle	0	0	0	0
4650	Repairs & Maint. Service/Vehicle	0	0	0	0
4651	Vehicle Parts	117	0	250	350
4660	Equipment Maintenance	0	0	500	500

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	City Manager		
Fund/Division Number: 1300		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4675	Software Maintenance	0	0	2,500	2,500
4720	Outside Printing	821	1,355	3,000	3,000
4810	Advertising	2,760	139	5,000	4,000
4990	Miscellaneous Expense	2,654	4,340	5,500	6,000
5110	Office Supplies	2,791	2,886	5,000	5,500
5120	EDP Supplies	0	153	0	0
5150	Misc. Equipment Expense	200	945	0	0
5210	Gas & Oil	506	696	950	1,200
5250	Uniforms	677	327	800	800
5410	Books, Pubs, Subscriptions & Mbrshp	3,751	5,177	6,000	6,500
	Total Operating Expense	$ 40,226	$ 50,244	$ 61,500	$ 53,350
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 953,132**	**$ 991,620**	**$ 942,745**	**$ 1,050,328**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	City Attorney
Fund/Division Number: 1400	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
City Attorney	1	1	1	1
Asst. City Attorney	1	1	1	2
Legal Assistant/Paralegal	1	1	1	1
Risk Manager	0	1	1	1
Risk Management Admin. Specialist	0	1	1	1
Total Budgeted Staffing Level	3	5	5	6

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 324,082	$ 484,085	$ 528,837	$ 674,174
1030	Accrued Compensation	0	15,923	2,000	3,000
1040	Overtime	0	264	0	0
2010	FICA Taxes	24,352	36,336	41,022	52,217
2020	Retirement Contributions	55,632	78,967	93,215	125,751
2026	Retirement Contributions/ICMA	0	0	0	9,712
2030	Life & Health Insurance	34,432	53,803	57,710	61,191
2035	Dental Insurance	2,255	2,596	2,761	2,512
2040	Workers' Compensation	558	633	637	651
	Total Personnel Services	$ 441,311	$ 672,607	$ 726,183	$ 929,207
Operating Expense					
3100	Professional Services	$ 0	$ 0	$ 0	$ 0
3120	Legal Fees	0	0	0	0
3121	Legal Fees-Civil Service/HR	0	0	0	0
3125	Trial Extra Ordinary Services	0	0	0	0
3135	Outside Labor Attorney	0	0	0	0
3136	Outside Attorney/Consultants	43,675	26,957	100,000	50,000
3490	Contractual Fees	343	0	0	0
3495	Temporary Employee Services	0	0	0	0
4010	Car Allowance	4,200	4,703	5,400	5,400
4020	Travel & Education	3,252	3,335	2,500	5,000
4030	Conferences	2,084	3,472	3,500	5,000
4110	Communications	5,213	8,093	6,000	0
4120	Freight and Postage	75	51	100	100
4410	Equipment Rental	288	1,023	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	City Attorney		
Fund/Division Number: 1400		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	2,812	2,114	2,500	2,500
4720	Outside Printing	0	0	100	100
4810	Advertising	243	0	0	0
4947	Wellness	0	0	0	32,840
4990	Miscellaneous Expense	661	283	1,000	1,000
5110	Office Supplies	500	970	2,500	2,500
5120	EDP Supplies	0	0	0	0
5150	Miscellaneous Equipment	0	0	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	8,097	5,945	9,000	9,000
	Total Operating Expense	$ 71,444	$ 56,944	$ 132,600	$ 113,440
Capital Outlay					
6410	Office Equipment & Machinery	$ 665	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 665	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 513,420**	**$ 729,551**	**$ 858,783**	**$ 1,042,647**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	City Clerk
Fund/Division Number: 1600	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
City Clerk	1	1	1	1
Deputy City Clerk/Permit Specialist	3	3	3	3
Records Management Coordinator	0	1	1	1
Total Budgeted Staffing Level	4	5	5	5

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 251,285	$ 297,513	$ 323,145	$ 342,844
1030	Accrued Compensation	2,571	2,700	2,500	2,000
1040	Overtime	0	0	0	0
2010	FICA Taxes	19,357	22,616	25,325	26,794
2020	Retirement Contributions	43,560	51,430	57,183	64,038
2030	Life & Health Insurance	35,682	51,239	54,524	57,172
2035	Dental Insurance	1,974	2,539	2,752	3,027
2040	Workers' Compensation	573	554	488	379
	Total Personnel Services	$ 355,002	$ 428,590	$ 465,917	$ 496,254
Operating Expense					
3480	Election Fees	$ 32,360	$ 0	$ 500	$ 500
3490	Contractual Fees	441	884	4,750	4,750
3495	Temporary Employee Svcs.	15,207	0	0	0
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel and Education	5,636	9,699	6,000	12,000
4110	Communications	3,675	5,378	4,620	4,620
4120	Freight and Postage	3,178	3,290	3,000	3,000
4410	Equipment Rental	3,582	3,114	3,590	3,590
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	500	500	500
4720	Outside Printing	0	297	400	400
4810	Advertising	995	710	1,350	1,350

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	City Clerk		
Fund/Division Number: 1600		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4960	Administrative Charges	11,780	13,790	12,000	15,000
4990	Miscellaneous Expenses	0	0	0	0
5110	Office Supplies	2,448	2,160	1,400	1,400
5120	EDP Supplies	39	219	500	500
5150	Misc. Equipment Expense	0	250	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	4,834	1,565	880	880
	Total Operating Expense	$ 88,377	$ 47,255	$ 44,890	$ 53,890
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 443,379**	**$ 475,845**	**$ 510,807**	**$ 550,144**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Human Resources
Fund/Division Number: 2200	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Human Resources Manager	1	1	1	1
Human Resources Coordinator	1	1	1	1
Human Resources Employee Relations Specialist	0	0	0	1
Human Resources information System Specialist	0	0	0	1
Human Resources Specialist	0	0	0	1
Human Resources Assistant	0	0	0	1
Human Resources Generalist	1	1	1	0
Human Resources Technician	1	1	1	0
Switchboard Operator	1	1	1	0
Total Budgeted Staffing Level	5	5	5	6

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 333,134	$ 353,168	$ 335,321	$ 476,123
1030	Accrued Compensation	5,178	0	3,000	7,500
1040	Overtime	53	30,926	0	0
2010	FICA Taxes	25,303	29,056	26,295	36,997
2020	Retirement Contributions	45,117	45,268	43,072	89,809
2030	Life & Health Insurance	53,698	58,621	54,524	67,370
2035	Dental Insurance	2,771	2,563	2,337	2,985
2040	Workers' Compensation	667	668	507	532
	Total Personnel Services	$ 465,921	$ 520,269	$ 465,056	$ 681,316
Operating Expense					
3120	Legal Fees	$ 0	$ 2,355	$ 12,500	$ 12,500
3180	Medical Services	21,880	33,265	30,000	25,000
3190	Consultant Fees	1,708	1,225	5,000	6,000
3490	Misc. Contractual Fees	0	0	500	5,500
3495	Temporary Employee Svcs.	270	26,725	0	0
4010	Car Allowance	4,200	4,950	0	0
4020	Travel and Education	2,030	7,438	10,000	10,000
4110	Communications	2,827	4,285	5,000	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Human Resources		
Fund/Division Number: 2200		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4120	Freight and Postage	26	16	500	500
4410	Equipment Rental	6,960	4,471	4,000	4,000
4650	Vehicle Maintenance	0	0	0	0
4651	Vehicle Parts	0	19	0	0
4720	Outside Printing	1,488	994	100	100
4810	Advertising	0	3,539	500	500
4850	Service Awards	6,396	5,669	5,000	5,000
4990	Miscellaneous Expenses	4,695	3,288	2,000	2,000
5110	Office Supplies	4,368	7,094	3,000	3,000
5120	EDP Supplies	43	389	500	500
5150	Misc. Equipment Expense	0	206	500	500
5210	Gas & Oil	538	370	250	0
5410	Books,Pubs,Subscriptions & Mbrshp	5,222	2,146	4,000	4,000
	Total Operating Expense	$ 62,651	$ 108,443	$ 83,350	$ 79,100
Capital Outlay					
6410	Office Equip & Machinery	$ 574	$ 2,627	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 574	$ 2,627	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 529,146**	**$ 631,339**	**$ 548,406**	**$ 760,416**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Finance
Fund/Division Number: 2400	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Director of Finance	1	1	1	1
Chief Accountant	1	1	1	1
Accountant	1	1	1	1
Senior Accounting Analyst II	4	4	4	4
Payroll & Benefits Coordinator	1	1	1	1
Pension Analyst	1	1	1	1
Executive Assistant	1	1	1	1
Budget Analyst	0	0	1	1
Total Budgeted Staffing Level	10	10	11	11

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 648,417	$ 719,970	$ 836,618	$ 892,189
1030	Accrued Compensation	6,152	6,087	13,000	13,000
1040	Overtime	2,689	9,030	6,000	6,000
2010	FICA Taxes	48,742	54,946	65,868	70,119
2020	Retirement Contributions	104,228	116,789	127,608	117,569
2030	Life & Health Insurance	96,691	109,264	123,367	138,911
2035	Dental Insurance	6,156	5,731	6,109	6,710
2040	Workers' Compensation	1,450	1,411	1,284	1,002
	Total Personnel Services	$ 914,524	$ 1,023,228	$ 1,179,854	$ 1,245,501
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 514	$ 0	$ 0
3495	Temporary Employee Svcs.	38,406	0	0	0
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel and Education	11,128	14,979	13,000	15,000
4110	Communications	8,632	12,842	9,000	0
4120	Freight and Postage	2,327	2,713	3,000	3,000
4660	Equipment Maintenance	0	0	3,000	3,000
4675	Software Maintenance	0	0	0	0
4720	Outside Printing	997	0	1,500	1,500
4810	Advertising	2,079	3,034	2,000	3,100
4960	Administrative Charges	9,892	10,428	10,000	15,000
4990	Miscellaneous Expenses	3,136	5,296	5,000	5,000

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Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Finance		
Fund/Division Number: 2400		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, contd.					
5110	Office Supplies	5,007	2,657	5,000	5,000
5120	EDP Supplies	3,955	3,305	5,000	5,000
5410	Books,Pubs,Subscriptions & Mbrshp	1,870	4,380	1,500	4,500
	Total Operating Expense	$ 91,629	$ 65,546	$ 63,400	$ 65,500
Capital Outlay					
6410	Office Equipment & Machinery	$ 6,950	$ 0	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 6,950	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,013,103**	**$ 1,088,774**	**$ 1,243,254**	**$ 1,311,001**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Information Technology
Fund/Division Number: 2500	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Deputy City Manager/Dir. of Admin. Services	0	0	1	1
Executive Assistant	0	0	1	1
GIS Division Manager	0	0	1	1
GIS Analyst II	1	1	1	1
IT Communications & Marketing Div. Manager	0	0	1	1
IT Media Specialist	1	1	1	1
IT Support Division Manager	0	0	0	1
Systems Analyst II	1	1	1	2
Systems Analyst I	1	2	2	2
ERP Business Systems Administrator	0	1	1	1
ERP Business Systems Analyst	1	1	1	1
Network Administrator	0	1	1	0
IT Communications Specialist	1	1	0	0
Administrative Assistant	1	1	0	0
IT Director	1	1	0	0
GIS Analyst I	1	1	1	0
Total Budgeted Staffing Level	9	12	13	13

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 518,717	$ 553,332	$ 995,092	$ 1,180,154
1030	Accrued Compensation	9,416	12,830	5,500	10,000
1040	Overtime	32,932	35,657	15,000	15,000
2010	FICA Taxes	40,790	43,480	78,106	92,607
2020	Retirement Contributions	95,960	100,594	178,338	223,797
2030	Life & Health Insurance	101,412	101,195	171,833	170,668
2035	Dental Insurance	5,808	4,724	7,971	7,821
2040	Workers' Compensation	1,254	1,315	1,525	1,326
	Total Personnel Services	$ 806,289	$ 853,127	$ 1,453,364	$ 1,701,373
Operating Expense					
3190	Consultant Fees	$ 92,194	$ 88,171	$ 224,000	$ 224,000
3490	Misc. Contractual Fees	0	4,315	1,000	1,000
3495	Temporaty Employee Services	5,600	48,454	0	0
4010	Car Allowance	4,200	4,083	5,400	5,400
4020	Travel and Education	12,122	16,780	25,000	25,000
4110	Communications	18,233	25,564	30,000	300,000
4120	Freight and Postage	0	39	500	500
4410	Equipment Rental	270	2,068	20,000	20,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Information Technology		
Fund/Division Number: 2500		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4651	Vehicle Parts	0	711	0	0
4660	Equipment Maintenance	201	249	500	500
4670	Computer Maintenance	10,899	5,181	30,000	30,000
4675	Software Maintenance	752,289	552,765	840,000	840,000
4710	Reproduction	0	0	0	0
4720	Outside Printing	0	0	0	0
4810	Advertising	11,941	7,976	15,000	15,000
4990	Miscellaneous Expenses	2,813	3,334	1,500	1,500
5110	Office Supplies	2,624	1,144	1,200	1,200
5120	EDP Supplies	10,153	8,009	9,950	9,950
5150	Miscellaneous Equipment	9,795	7	0	0
5210	Gas & Oil	82	16	325	325
5410	Books,Pubs,Subscriptions & Mbrshp	958	703	500	500
	Total Operating Expense	$ 934,373	$ 769,569	$ 1,204,875	$ 1,474,875
Capital Outlay					
6410	Office Equip & Machinery	$ 4,590	$ 6,023	$ 0	$ 0
6420	Furniture & Furnishings	1,850	9,253	0	0
6490	SBITA	0	78,429	5,000	80,000
	Total Capital Outlay	$ 6,440	$ 93,705	$ 5,000	$ 80,000
	TOTAL APPROPRIATIONS	**$ 1,747,102**	**$ 1,716,401**	**$ 2,663,239**	**$ 3,256,248**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Purchasing
Fund/Division Number: 2600	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Purchasing Manager	1	1	1	1
Purchasing Agent	2	2	2	2
Purchasing Specialist	1	1	1	1
Total Budgeted Staffing Level	4	4	4	4

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 228,634	$ 241,597	$ 256,380	$ 265,075
1030	Accrued Compensation	3,308	11,540	3,000	4,000
1040	Overtime	1,408	1,348	0	0
2010	FICA Taxes	17,728	19,312	19,843	20,584
2020	Retirement Contributions	40,058	33,511	35,518	49,967
2030	Life & Health Insurance	27,076	28,641	29,277	30,693
2035	Dental Insurance	1,298	1,117	1,145	1,256
2040	Workers' Compensation	491	463	389	296
	Total Personnel Services	$ 320,001	$ 337,528	$ 345,552	$ 371,871
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	0	0	0
4020	Travel and Education	300	2,205	7,000	7,000
4110	Communications	2,170	3,578	5,000	0
4120	Freight and Postage	417	660	1,500	1,500
4410	Equipment Rental	4,427	3,530	5,000	5,000
4651	Vehicle Parts	0	0	100	100
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4810	Advertising	2,680	8,806	6,000	6,000
4990	Miscellaneous Expenses	1,004	1,623	1,500	1,500
5110	Office Supplies	1,949	3,237	3,000	3,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Purchasing		
Fund/Division Number: 2600		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, contd.					
5120	EDP Supplies	67	45	150	150
5150	Miscellaneous Equipment Expense	0	0	0	0
5210	Gas & Oil	0	0	300	500
5410	Books,Pubs,Subscriptions & Mbrshp	600	1,725	1,000	2,000
	Total Operating Expense	$13,614	$25,409	$30,550	$26,750
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 3,391	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 3,391	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 333,615**	**$ 366,328**	**$ 376,102**	**$ 398,621**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Planning
Fund/Division Number: 2901	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Planning Director	1	1	1	1
Assistant Planning Director	1	1	1	1
Senior Planner	2	1	1	1
Planner	0	1	1	1
Historic Preservation Officer	1	1	1	1
Planning & Development Organizer	0	1	1	1
Growth Management Coordinator	0	1	1	1
Executive Assistant	1	0	0	0
Planning Systems Analyst	0	0	0	0
Administrative Assistant	0	0	0	0
Total Budgeted Staffing Level	6	7	7	7

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 363,237	$ 479,996	$ 531,302	$ 569,973
1030	Accrued Compensation	12,925	3,249	2,000	6,000
1040	Overtime	3,208	0	0	0
2010	FICA Taxes	28,486	36,422	41,211	44,475
2020	Retirement Contributions	58,837	82,779	93,648	106,958
2030	Life & Health Insurance	44,019	71,378	80,357	84,262
2035	Dental Insurance	2,256	2,947	3,312	3,640
2040	Workers' Compensation	911	901	800	634
	Total Personnel Services	$ 513,879	$ 677,672	$ 752,629	$ 815,941
Operating Expense					
3140	Contractual Planning	$ 47,493	$ 0	$ 40,000	$ 40,000
3490	Contractual Fees	1,140	0	1,000	1,000
3495	Temp Employee Svc	270	0	0	0
4010	Car Allowance	2,450	6,450	5,400	5,400
4020	Travel and Education	(25)	1,490	6,000	6,000
4110	Communications	6,037	7,611	6,000	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Planning		
Fund/Division Number: 2901		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4120	Freight and Postage	768	1,566	3,000	3,000
4410	Equipment Rental	7,240	7,649	7,500	7,500
4651	Vehicle Parts	0	0	500	500
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	0	0	0
4720	Outside Printing	437	131	1,000	1,000
4810	Advertising	23,697	27,481	30,000	30,000
4990	Miscellaneous Expenses	1,967	750	1,000	1,000
5110	Office Supplies	1,661	1,500	4,000	4,000
5120	EDP Supplies	39	115	500	500
5150	Miscellaneous Equipment	214	0	0	0
5210	Gas and Oil	87	124	500	500
5232	Other Supplies	0	0	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	796	1,250	6,000	6,000
	Total Operating Expense	$ 94,271	$ 56,117	$ 112,900	$ 106,900
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 1,390	$ 2,500	$ 0
	Total Capital Outlay	$ 0	$ 1,390	$ 2,500	$ 0
	TOTAL APPROPRIATIONS	**$ 608,150**	**$ 735,178**	**$ 868,029**	**$ 922,841**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Code Enforcement
Fund/Division Number: 2903	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Director of Community Response	1	1	1	1
Code Compliance Supervisor	1	1	1	1
Senior Code Enforcement Officer	0	1	1	1
Code Enforcement Officer (FT)	4	4	3	3
Executive Assistant	1	1	1	1
Admimistrative Assistant II	1	1	1	1
Admimistrative Assistant II	0	0	0	1
Animal Control Officer	3	4	5	5
Code Enforcement/ParkingSpecialist (PT)	2	1	1	1
Animal Shelter Administrator	0	1	0	0
Total Budgeted Staffing Level	13	15	14	15

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 558,961	$ 658,945	$ 733,398	$ 841,931
1030	Accrued Compensation	7,397	5,962	5,000	7,000
1040	Overtime	72,133	96,622	10,000	10,000
2010	FICA Taxes	48,337	56,904	57,666	66,121
2020	Retirement Contributions	107,223	125,342	131,419	159,503
2030	Life & Health Insurance	95,494	124,558	143,640	160,010
2035	Dental Insurance	4,586	5,112	5,808	6,862
2040	Workers' Compensation	20,629	19,761	17,534	14,559
	Total Personnel Services	$ 914,760	$ 1,093,205	$ 1,104,464	$ 1,265,987
Operating Expense					
3440	Demolition	$ 0	$ 100	$ 2,500	$ 2,500
3449	Nuisance Abatement	12,609	4,349	25,000	25,000
3450	Lot Clearing	0	0	0	0
3490	Contractual Fees	38,403	45,454	7,000	7,000
3491	Humane Society	156,514	0	0	0
3492	Spay/Neuter Vouchers	23,130	8,306	0	0
3495	Temp Employee Svc	11,803	735	0	0
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel and Education	1,968	4,884	8,000	8,000
4110	Communications	16,819	23,035	20,000	0
4120	Freight and Postage	15,350	18,974	15,000	15,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Code Enforcement		
Fund/Division Number: 2903		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4410	Equipment Rental	6,190	2,965	5,000	5,000
4650	Vehicle Maintenance	444	32	1,000	500
4651	Vehicle Parts	5,125	5,534	5,000	5,000
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	6,899	1,047	0	0
4680	Radio Mainteneance	0	0	0	0
4710	Reproduction	0	0	0	0
4720	Outside Printing	4,604	1,417	2,000	2,000
4810	Advertising	115	276	500	500
4960	Administrative Fees	57,089	61,895	60,000	60,000
4990	Miscellaneous Expenses	4,777	2,161	2,000	2,000
5110	Office Supplies	6,200	1,333	5,000	5,000
5120	EDP Supplies	40	0	0	0
5150	Miscellaneous Equipment	2,206	2,590	0	0
5210	Gas and Oil	20,530	20,892	20,000	20,000
5221	Animal Control Supplies	1,837	746	1,000	1,000
5222	Animal Care & Services	3,856	2,216	0	0
5223	Medical/Pharmaceutical Supplies	5,035	393	0	0
5224	Animal Registrations	2,919	0	0	0
5231	Safety Supplies	0	0	1,000	500
5232	Other Supplies	2,377	1,728	2,000	2,000
5250	Uniforms	1,780	4,047	2,500	2,500
5253	Clean & Safe Initiative	232,291	213,280	250,000	250,000
5410	Books,Pubs,Subscriptions & Mbrshp	1,473	1,330	1,500	1,500
	Total Operating Expense	$ 646,581	$ 435,118	$ 441,400	$ 420,400
Capital Outlay					
6410	Equipment & Machinery	$ 16,665	$ 1,433	$ 0	$ 0
6420	Furniture & Furnishings	0	2,273	0	0
	Total Capital Outlay	$ 16,665	$ 3,706	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,578,006**	**$ 1,532,029**	**$ 1,545,864**	**$ 1,686,387**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Police
Fund/Division Number: 3000	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Chief of Police	1	1	1	1
Deputy Chief of Police	2	2	2	2
Police Major	1	1	1	2
Captian	0	0	0	2
Lieutenant	7	7	7	7
Sergeant	15	15	15	18
Police Officer	101	101	109	103
Public Information Officer	1	1	1	1
Comm. Service Officers	5	5	5	5
Crime Scene Investigator	3	3	3	3
Crime Analyst	3	3	3	3
Evidence Technician	1	1	1	1
Accreditation Specialist	1	1	1	1
Executive Assistant	1	1	1	1
Administrative Assistant	3	3	3	3
Police Payroll Specialist	1	1	1	1
Grant Writer	1	1	1	1
Records Specialists	4	4	4	4
Records Supervisor	1	1	1	1
School Crossing Guard (p/t)	8	8	8	8
Senior Accounting Clerk	1	1	1	3
Information System Administrator	1	1	1	1
Information Systems Analyst II	1	1	1	1
Information Systems Analyst I	0	1	1	1
Digital Evidence Specialist II	1	1	1	1
Digital Evidence Specialist I	1	1	1	1
Total Budgeted Staffing Level	165	166	174	176

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Police		
Fund/Division Number: 3000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 9,003,508	$ 9,631,981	$ 11,343,853	$ 12,787,242
1020	Incentive Pay	256,055	287,784	80,000	80,000
1030	Accrued Compensation	130,587	178,558	60,000	60,000
1040	Overtime	666,791	861,319	400,000	400,000
1050	Holiday Overtime	405,436	450,427	200,000	200,000
2010	FICA Taxes	776,849	845,915	924,119	1,034,834
2020	Retirement/General	278,870	291,906	322,922	396,060
2025	Retirement/Police Officers	1,000,149	1,188,391	1,545,302	1,829,169
2026	Retirement/ICMA	21,933	26,569	22,500	22,500
2030	Life & Health Insurance	1,557,528	1,753,293	2,020,566	2,118,732
2035	Dental Insurance	85,172	76,939	87,475	93,971
2040	Workers' Compensation	367,780	435,634	333,788	318,383
	Total Personnel Services	$ 14,550,659	$ 16,028,716	$ 17,340,525	$ 19,340,892
Operating Expense					
3130	Professional Services	$ 12,459	$ 21,255	$ 32,000	$ 30,000
3180	Medical Services	3,875	0	5,500	5,500
3190	Consultant Fees	2,400	3,240	10,000	10,000
3490	Misc. Contractual Fees	27,319	18,475	0	0
3510	Crime Lab	143,233	167,736	160,000	225,000
3530	Investigative Supplies	23,466	27,368	30,000	30,000
4020	Travel & Education	60	0	0	0
4110	Communications	216,951	261,839	250,000	250,000
4120	Freight & Postage	3,659	4,324	5,500	5,500
4310	Utilities	106,212	123,981	110,000	110,000
4410	Equipment Rental	22,842	22,417	25,000	25,000
4420	Vehicle Rental & Towing	0	10,848	17,000	17,000
4430	Equipment Lease	0	0	15,000	10,000
4610	Building Maintenance	9,640	6,696	15,000	10,000
4650	Vehicle Maintenance	47,505	66,229	40,000	40,000
4651	Vehicle Parts	70,907	48,583	80,000	60,000
4652	Tires, Tubes & Batteries	33,345	30,978	30,000	30,000
4660	Equipment Maintenance	1,181,724	5,867	22,000	22,000
4670	Computer Maintenance	9,922	5,793	16,000	10,000
4675	Software Maintenance	146,099	116,416	175,000	175,000
4680	Radio Maintenance	3,136	3,329	20,000	20,000
4710	Reproduction	3,495	0	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Police		
Fund/Division Number: 3000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4720	Outside Printing	3,828	8,333	5,000	10,000
4810	Advertising	0	0	0	0
4820	Crime Prevention	7,544	6,995	8,000	8,000
4830	Public Relations	28,110	31,783	10,750	25,000
4930	Citizen Volunteer Program	3,885	492	2,500	2,500
4980	Contingency	50,000	50,000	10,000	10,000
4990	Miscellaneous Expenses	531	9,324	5,000	5,000
5110	Office Supplies	15,716	17,862	20,000	15,000
5120	EDP Supplies	17,688	10,049	15,000	11,000
5150	Misc. Equipment Exp.	5,717	6,714	5,000	5,000
5210	Gas and Oil	461,325	427,676	400,000	450,000
5220	K-9 Operations	24,479	20,350	20,000	25,000
5230	Cleaning Supplies	1,902	253	3,000	1,500
5232	Other Supplies	0	2,091	3,000	3,000
5250	Uniforms	113,397	143,473	100,000	150,000
5251	Military Supplies	159,230	22,511	82,500	82,500
5410	Books,Pubs,Subscriptions & Mbrshp	5,675	14,131	8,000	8,000
5420	Educ Reimbursement	10,605	2,994	7,000	7,000
5430	Law Enforcement Educ	35,094	37,995	40,000	40,000
	Total Operating Expense	$ 3,012,975	$ 1,758,404	$ 1,802,750	$ 1,943,500
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Improvements Other Than Bldg.	8,395	0	0	0
6410	Office Equip & Machinery	1,398,808	12,042	0	0
6420	Furniture & Furnishings	3,041	0	0	0
6440	Vehicles	3,582	82,241	0	0
6450	Radios	0	0	0	0
8392	Special Events	305	1,286	0	0
	Total Capital Outlay	$ 1,414,131	$ 95,569	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 18,977,765**	**$ 17,882,689**	**$ 19,143,275**	**$ 21,284,392**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Public Works
Fund/Division Number: 4002	Division:	Director's Office

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Executive Assistant	1	1	1	1
Total Budgeted Staffing Level	1	1	1	1

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 47,190	$ 48,967	$ 52,083	$ 54,622
1030	Accrued Compensation	0	1,089	800	1,300
1040	Overtime	859	1,112	0	0
2010	FICA Taxes	3,656	3,879	4,046	4,278
2020	Retirement Contributions	8,112	8,769	9,286	10,385
2030	Life & Health Insurance	4,849	10,114	9,727	10,198
2035	Dental Insurance	235	0	0	421
2040	Workers' Compensation	122	105	79	62
	Total Personnel Services	$ 65,023	$ 74,035	$ 76,021	$ 81,265
Operating Expense					
3490	Contractual Fees	$ 0	$ 0	$ 0	$ 2,500
3495	Temporary Employee Services	0	0	0	0
4010	Car Allowance	0	0	0	0
4020	Travel and Education	3,673	3,852	5,500	5,500
4110	Communications	68,854	80,939	70,000	0
4120	Freight and Postage	20	28	100	100
4410	Equipment Rental	5,602	3,345	4,000	5,000
4651	Vehicle Parts	0	0	0	0
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	1,785	0	0	0
4810	Advertising	2,118	4,735	2,200	2,200
4990	Miscellaneous Expenses	979	2,945	500	500

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4002		Division:	Director's Office		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
5110	Office Supplies	3,307	2,989	4,000	4,000
5120	EDP Supplies	0	30	1,000	1,000
5150	Miscellaneous Equipment	0	149	0	0
5210	Gas and Oil	2,413	2,023	1,860	2,200
5231	Safety Supplies	688	927	1,000	1,000
5232	Other Supplies	1,141	2,111	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	515	563	500	500
	Total Operating Expense	$91,096	$104,635	$91,160	$25,000
Capital Outlay					
6410	Office Equip & Machinery	$ 553	$ 2,815	$ 0	$ 0
6430	Heavy Equipment	0	2,981	0	0
	Total Capital Outlay	$ 553	$ 5,796	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 156,672**	**$ 184,466**	**$ 167,181**	**$ 106,265**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Public Works
Fund/Division Number: 4003	Division:	Fleet Maintenance

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Fleet Manager	1	1	1	1
Garage Foreman	1	1	1	1
Auto Mechanic	4	4	4	4
Diesel Mechanic	1	1	1	1
Master Mechanic	2	2	2	2
Senior Storekeeper	1	1	1	1
Total Budgeted Staffing Level	10	10	10	10

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 436,551	$ 449,672	$ 583,822	$ 613,385
1030	Accrued Compensation	7,825	2,664	4,900	5,000
1040	Overtime	21,628	45,036	4,000	7,000
2010	FICA Taxes	34,157	36,767	45,343	47,842
2020	Retirement Contributions	73,837	71,715	81,551	91,077
2030	Life & Health Insurance	87,634	94,551	117,424	123,130
2035	Dental Insurance	4,677	4,552	5,724	6,296
2040	Workers' Compensation	16,993	15,858	12,151	11,007
	Total Personnel Services	$ 683,300	$ 720,817	$ 854,915	$ 904,736
Operating Expense					
3490	Contractual Fees	$ 4,692	$ 1,256	$ 5,000	$ 5,000
3495	Temporary Employee Services	12,228	17,311	0	0
4020	Travel and Education	2,052	2,695	3,500	3,500
4410	Equipment Rental	2,328	1,796	3,000	3,000
4651	Vehicle Parts	16,601	33,974	4,700	4,700
4652	Tires, Tubes & Batteries	152	24,474	0	0
4660	Equipment Maintenance	319	46	1,500	1,500
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4003		Division:	Fleet Maintenance		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4990	Miscellaneous Expenses	814	1,809	1,000	1,000
5120	EDP Supplies	0	0	250	250
5150	Miscellaneous Equipment Expense	0	47	0	0
5210	Gas and Oil	11,020	11,262	7,150	13,000
5230	Cleaning Supplies	48	0	750	750
5231	Safety Supplies	1,272	612	1,000	1,000
5232	Other Supplies	7,132	8,787	5,000	5,000
5250	Uniforms	5,523	6,114	7,000	7,000
5260	Expendable Tools	1,776	995	2,000	2,000
5410	Books,Pubs,Subscriptions & Mbrshp	475	503	500	500
	Total Operating Expense	$ 66,431	$ 111,680	$ 42,350	$ 48,200
Capital Outlay					
6410	Office Equipment & Mach	$ 0	$ 695	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 0	$ 695	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 749,731**	**$ 833,192**	**$ 897,265**	**$ 952,936**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works
Fund/Division Number: 4004		Division:	Facilities Maintenance

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Facilities Maint Technician Asst.	3	3	3	3
Electrician	1	1	1	1
Facilities Maint Technician	3	3	3	3
Maint Repair Worker	3	3	3	3
Total Budgeted Staffing Level	12	12	12	12

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 479,029	$ 542,917	$ 581,442	$ 624,334
1030	Accrued Compensation	2,420	4,297	4,000	4,000
1040	Overtime	52,931	59,311	7,076	7,000
2010	FICA Taxes	39,107	44,711	45,328	48,603
2020	Retirement Contributions	81,015	93,193	94,811	117,982
2030	Life & Health Insurance	120,181	139,707	141,649	148,533
2035	Dental Insurance	6,299	6,257	6,254	6,657
2040	Workers' Compensation	23,571	23,286	19,910	17,712
	Total Personnel Services	$ 804,552	$ 913,680	$ 900,470	$ 974,821
Operating Expense					
3490	Contractual Fees	$ 240,187	$ 205,615	$ 250,000	$ 250,000
3495	Temporary Employee Services	102,663	105,099	0	0
4020	Travel & Education	0	0	0	0
4410	Equipment Rental	1,210	3,193	2,000	2,000
4610	Building Maintenance	8,310	7,981	25,000	25,000
4620	Building Repair Supplies	200,849	229,448	150,000	150,000
4630	Air Condition Maintenance	10,471	10,377	15,000	15,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General			Department:	Public Works		
Fund/Division Number: 4004			Division:	Facilities Maintenance		
			2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.						
4650	Vehicle Maintenance		0	0	0	0
4651	Vehicle Parts		4,557	8,506	5,000	5,000
4652	Tires, Tubes & Batteries		0	8,711	0	0
4990	Miscellaneous Expenses		0	548	0	0
5110	Office Supplies		0	0	0	0
5150	Misc Equipment Expense		0	0	0	0
5210	Gas and Oil		24,484	24,140	14,000	25,000
5230	Cleaning Supplies		38,500	37,670	50,000	40,000
5231	Safety Supplies		705	1,143	1,500	1,500
5232	Other Supplies		3,404	5,217	5,000	5,000
5250	Uniforms		763	1,291	2,000	2,000
5260	Expendable Tools		0	2,317	3,000	3,000
5310	Paint and Sign Supplies		2,993	4,395	10,000	10,000
5410	Books,Pubs,Subscriptions & Mbrshp		0	102	0	0
	Total Operating Expense		$ 639,096	$ 655,752	$ 532,500	$ 533,500
Capital Outlay						
6320	Other Improvements		$ 25,471	$ 3,425	$ 0	$ 0
6445	Other Equipment		0	0	0	0
	Total Capital Outlay		$ 25,471	$ 3,425	$ 0	$ 0
	TOTAL APPROPRIATIONS		**$ 1,469,119**	**$ 1,572,857**	**$ 1,432,970**	**$ 1,508,321**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Public Works
Fund/Division Number: 4005	Division:	Parks & Grounds

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Foreman I	4	5	5	5
Equipment Operator III	2	2	2	2
Equipment Operator II	2	2	2	2
Maintenance Worker	5	5	5	5
Chief Tree Trimmer	1	1	1	1
Ground Maintenance Specialist	6	6	6	6
Chief Irrigation Specialist	1	1	1	1
Irrigation Specialist	1	1	1	1
Total Budgeted Staffing Level	24	25	25	25

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,017,296	$ 1,092,916	$ 1,139,970	$ 1,257,374
1030	Accrued Compensation	40,400	633	5,900	6,000
1040	Overtime	82,520	126,137	29,000	30,000
2010	FICA Taxes	84,706	90,198	89,878	98,943
2020	Retirement Contributions	173,597	173,160	168,778	205,398
2030	Life & Health Insurance	246,989	262,995	257,264	276,141
2035	Dental Insurance	14,792	13,001	13,258	14,915
2040	Workers' Compensation	49,980	48,339	39,828	35,050
	Total Personnel Services	$ 1,710,278	$ 1,807,379	$ 1,743,876	$ 1,923,821
Operating Expense					
3490	Contractual Fees	$ 133,907	$ 136,563	$ 175,000	$ 175,000
3495	Temporary Employee Services	280,912	233,954	60,000	60,000
4020	Travel and Education	0	2,815	3,000	3,000
4310	Utilities	387,562	384,949	400,000	400,000
4410	Equipment Rental	2,550	2,974	3,500	3,500
4650	Vehicle Maintenance	7,627	201	500	500

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4005		Division:	Parks & Grounds		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4651	Vehicle Parts	52,851	38,308	40,000	40,000
4652	Tire, Tubes & Batteries	1,805	13,802	0	0
4990	Miscellaneous Expenses	24	479	500	500
5210	Gas and Oil	87,369	87,642	88,000	88,000
5231	Safety Supplies	4,086	3,372	3,000	3,000
5232	Other Supplies	73,353	30,170	40,000	40,000
5241	Horticultural Supplies	21,072	24,183	40,000	40,000
5242	Chemicals	0	9,600	15,000	15,000
5250	Uniforms	462	1,621	2,500	2,500
5260	Expendable Tools	0	0	0	0
5270	Parks Supplies	50,732	39,517	55,000	55,000
5410	Books,Pubs,Subscriptions & Mbrshp	475	901	500	500
	Total Operating Expense	$ 1,104,788	$ 1,011,049	$ 926,500	$ 926,500
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 15,882	$ 0	$ 0
6440	Vehicles	0	0	0	0
6445	Other Equipment	0	0	0	0
	Total Capital Outlay	$ 0	$ 15,882	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,815,066**	**$ 2,834,311**	**$ 2,670,376**	**$ 2,850,321**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Public Works
Fund/Division Number: 4006	Division:	Streets

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Foreman I	2	2	2	2
Equipment Operator IV	1	1	1	1
Equipment Operator III	5	6	6	6
Maintenance Repair Worker	4	4	4	4
Maintenance Worker	2	2	2	2
Sign Maintenance Technician	1	1	1	1
Total Budgeted Staffing Level	17	18	18	18

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 660,470	$ 753,072	$ 840,429	$ 918,032
1030	Accrued Compensation	3,530	24,839	6,000	6,000
1040	Overtime	92,340	113,321	35,000	35,000
2010	FICA Taxes	56,028	66,287	67,429	73,366
2020	Retirement Contributions	119,441	134,311	146,315	154,168
2030	Life & Health Insurance	158,841	176,775	198,256	196,541
2035	Dental Insurance	8,669	7,705	8,216	8,342
2040	Workers' Compensation	94,453	90,836	75,010	72,215
	Total Personnel Services	$ 1,193,772	$ 1,367,146	$ 1,376,655	$ 1,463,663
Operating Expense					
3490	Contractual Fees	$ 17,013	$ 20,388	$ 50,000	$ 50,000
3495	Temporary Employee Services	67,965	57,851	0	0
4020	Travel & Education	1,000	2,526	7,500	7,500
4110	Communications	0	0	0	0
4310	Utilities	327,295	490,171	325,000	425,000
4320	Street Light Energy	552,770	501,381	575,000	575,000
4410	Equipment Rental	9,465	3,314	15,000	25,000
4651	Vehicle Parts	31,776	46,409	30,000	30,000
4652	Tires, Tubes & Batteries	488	16,677	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Public Works		
Fund/Division Number: 4006		Division:	Streets		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4990	Miscellaneous Expenses	3,064	941	3,500	3,500
5210	Gas and Oil	63,951	57,846	58,500	58,500
5231	Safety Supplies	3,408	2,973	3,000	3,000
5232	Other Supplies	3,564	3,985	3,500	3,500
5242	Chemicals	449	0	2,500	2,500
5250	Uniforms	534	939	1,500	1,500
5260	Expendable Tools	4,116	3,389	5,000	5,000
5310	Paint & Sign Supplies	30,149	8,429	35,000	35,000
5330	Surface Patching	27,645	48,197	45,000	45,000
5340	Street Supplies	41,943	50,493	50,000	50,000
5350	Sidewalk/Curb Supplies	29,126	30,574	30,000	30,000
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	0
	Total Operating Expense	$ 1,215,722	$ 1,346,483	$ 1,240,000	$ 1,350,000
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 0	$ 0	$ 0
6445	Other Equipment	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,409,494**	**$ 2,713,628**	**$ 2,616,655**	**$ 2,813,663**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Engineering
Fund/Division Number: 4400	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Asst. City Engineer/Manager	1	1	1	1
Stormwater Engineer Supervisor	1	1	1	1
Projects Coordinator	1	1	1	2
Chief Design Drafter	1	1	1	1
Supervisor, Engineering Inspector	1	1	1	1
SMU Technical Assistant/GIS	1	1	1	1
Executive Assistant	1	1	1	1
Traffic Operations Adminstrator	1	1	1	1
Engineering Services Specialist	0	0	1	1
City Engineer	1	1	1	0
Total Budgeted Staffing Level	9	9	10	10

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 648,124	$ 748,134	$ 845,243	$ 835,238
1030	Accrued Compensation	3,917	53,532	6,000	4,000
1040	Overtime	4,165	0	5,000	5,000
2010	FICA Taxes	48,306	59,293	66,329	64,584
2020	Retirement Contributions	77,721	91,902	92,324	133,787
2030	Life & Health Insurance	100,608	122,891	132,375	129,393
2035	Dental Insurance	5,093	5,123	5,503	5,573
2040	Workers' Compensation	15,047	15,381	16,720	19,041
	Total Personnel Services	$ 902,980	$ 1,096,256	$ 1,169,494	$ 1,196,618
Operating Expense					
3490	Contractual Fees	$ 102,969	$ 103,037	$ 150,000	$ 185,000
3492	FDOT/Closed Loop	142,944	228,441	266,520	275,000
4010	Car Allowance	8,400	10,800	10,800	5,400
4020	Travel and Education	480	0	1,000	1,000
4030	Conferences	0	0	0	0
4110	Communications	9,078	14,655	13,000	0
4120	Freight and Postage	79	470	500	500

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Engineering		
Fund/Division Number: 4400		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense					
4410	Equipment Rental	5,407	3,879	8,000	8,000
4650	Vehicle Maintenance	53	0	500	500
4651	Vehicle Parts	1,923	0	1,500	1,500
4660	Equipment Maintenance	0	0	0	0
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	0	500	500
4810	Advertising	0	206	500	500
4990	Miscellaneous Expenses	1,258	1,213	1,000	1,000
5110	Office Supplies	4,883	4,133	4,300	4,300
5120	EDP Supplies	686	407	1,000	1,000
5150	Misc. Equipment Expense	0	0	0	0
5210	Gas and Oil	3,877	4,496	4,200	4,700
5231	Safety Supplies	53	0	0	0
5232	Other Supplies	0	(42)	0	0
5250	Uniforms	738	0	0	0
5260	Expendable Tools	0	0	0	0
5320	Traffic Signal Materials	56,012	27,696	75,000	100,000
5410	Books,Pubs,Subscriptions & Mbrshp	412	2,078	250	250
	Total Operating Expense	$ 339,250	$ 401,468	$ 538,570	$ 589,150
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,242,230**	**$ 1,497,724**	**$ 1,708,064**	**$ 1,785,768**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General	Department:	Admin. Servcs./Recreation
Fund/Division Number: 4504	Division:	Leisure Services

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Leisure Services Manager	0	0	0	1
Facilities Program Specialist	2	2	2	4
Tram Operator (PT)	3	2	2	2
Recreation Coordinator	1	1	1	0
Recreation Specialist	0	1	1	0
Trolley Operator (PT)	1	0	0	0
Total Budgeted Staffing Level	7	6	6	7

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 137,716	$ 145,937	$ 256,528	$ 377,970
1030	Accrued Compensation	2,196	2,485	1,500	1,500
1040	Overtime	0	928	0	0
2010	FICA Taxes	10,185	10,925	19,739	29,029
2020	Retirement Contributions	24,005	25,557	45,310	59,409
2030	Life & Health Insurance	29,920	34,666	44,558	76,160
2035	Dental Insurance	1,550	1,342	1,737	2,801
2040	Workers' Compensation	4,833	3,744	3,116	3,598
	Total Personnel Services	$ 210,404	$ 225,585	$ 372,487	$ 550,468
Operating Expense					
3490	Contractual Services	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	44,766	43,415	30,000	30,000
4020	Travel & Education	0	0	0	0
4110	Communications	18,402	23,241	20,000	0
4120	Postage & Freight	11	125	0	0
4540	Insurnace/Liability & Property	5,794	3,625	0	0
4560	Insurance/Special Events	16,088	14,435	10,000	18,000
4610	Building Maintenance	3,034	3,080	5,000	5,000
4611	Janitorial Services	13,584	(14,752)	15,000	15,000
4620	Building Supplies	543	4,471	500	500
4651	Vehicle Parts	204	10	1,000	1,000
4675	Software Maintenance	341	418	1,000	1,000
4710	Reproduction	0	0	0	0
4810	Advertising	0	0	750	750
4940	Bad Debt/Loss Expense	0	0	0	0
4960	Administrative Charge	8,050	9,470	10,000	15,000
4990	Miscellaneous Expenses	953	1,724	1,000	1,000
4992	Youth Activities	176,003	132,176	150,000	150,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Admin. Servcs./Recreation		
Fund/Division Number: 4504		Division:	Leisure Services		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense					
5110	Office Supplies	3,331	1,549	3,000	3,000
5120	EDP Supplies	0	50	0	0
5150	Misc. Equipment Exp.	4,543	11,035	3,500	3,500
5210	Gas & Oil	422	596	600	600
5232	Other Supplies	1,969	2,808	2,500	2,500
5410	Books,Pubs,Subscriptions & Mbrshp	40	0	0	0
	Total Operating Expense	$ 298,076	$ 237,475	$ 253,850	$ 246,850
Capital Outlay					
3495	Temporary Employee Services	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 508,480**	**$ 463,060**	**$ 626,337**	**$ 797,318**

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Administrative Services		
Fund/Division Number: 6000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salary & Wages	$0	$21,552	$0	$0
1030	Accrued Compensation	0	0	0	0
2010	FICA Taxes	0	1,649	0	0
2020	Retirement/General Members	0	0	0	0
2025	Retirement/Police Officers	453,086	544,239	455,000	545,000
2030	Life & Health Insurance	202,951	204,267	100,800	225,000
	Total Personnel Services	$ 656,037	$ 771,707	$ 555,800	$ 770,000
Operating Expense					
3110	Insurance Consultant	$ 25,831	$ 250	$ 25,000	$ 25,000
3190	Consultant Fees	2,250	43,850	5,000	5,000
3200	Accounting and Auditing	31,995	34,812	40,000	42,500
3490	Contractual Fees	258,814	273,538	250,000	275,000
4110	Communications	70,406	78,611	90,000	0
4120	Freight and Postage	22,219	8,291	25,000	25,000
4310	Utilities	506,025	539,354	500,000	575,000
4410	Equipment Rental	51,635	146,101	75,000	75,000
4510	Insurance & Fidelity Bond	1,001,619	1,079,208	1,425,000	1,739,000
4530	Fla. Unemploy. Comp Fund	3,408	7,383	5,000	5,000
4540	Workers' Comp. Claims	0	0	5,000	5,000
4550	Liability & Property Claims	0	0	1,000	1,000
4590	Property Damage Reimb	7,444	0	7,500	7,500
4650	Vehicle Maintenance	35,846	48,882	40,000	75,000
4651	Vehicle Parts	(4,601)	0	0	0
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	215,962	214,551	200,000	220,000
4710	Reproduction	1,218	796	1,200	1,200
4810	Advertising	0	0	0	0
4925	Computer Loans	13,237	15,058	15,000	15,000
4935	Disaster Charges	0	0	0	0
4936	Emergency Supplies	9,500	9,996	0	0
4940	Bad Debt Expense	5,559	2,269	0	0
4945	Refunds	1,852	0	0	0
4947	Wellness	24,625	9,547	15,000	0
4950	Settlements	0	0	0	0
4960	Administrative Charges	490	1,654	1,500	1,700

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Administrative Services		
Fund/Division Number: 6000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4970	Inventory Adjustments	6,771	(78)	3,500	3,500
4980	Contingency	0	0	220,055	0
4985	Tax Increment Financing	3,814,185	4,511,973	6,002,772	6,693,091
4986	Stormwater Fees	76,335	76,282	77,000	77,000
4990	Miscellaneous Expenses	39,862	55,418	50,000	50,000
4993	Keep Ft. Pierce Beautiful	15,854	21,335	15,000	15,000
5110	Office Supplies	1,909	758	0	0
5150	Miscellaneous Equipment	80	48,273	0	0
5210	Gas & Oil	(880)	(2,058)	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	18,367	23,822	15,000	25,000
	Total Operating Expense	$ 6,257,819	$ 7,249,876	$ 9,109,527	$ 9,956,491
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6310	Roads & Bridges	5,300	151,609	0	0
6315	Infrastructure Sales Tax Projects	2,644,418	3,090,283	2,650,000	3,000,000
6320	Other Structures & Facilities	59,801	30,077	600,000	0
6410	Office Equipment & Machinery	75,173	82,748	525,000	600,000
6420	Furniture & Furnishing	0	0	0	0
6430	Heavy Equipment	0	91,166	0	0
6440	Vehicles	0	0	0	0
6445	Other Equipment	0	117,712	200,000	511,052
	Total Capital Outlay	$ 2,784,693	$ 3,563,596	$ 3,975,000	$ 4,111,052
Grants and Aids					
8230	Economic Development Co	$ 40,000	$ 40,000	$ 40,000	$ 40,000
8255	Chamber of Commerce	31,500	31,500	35,000	35,000
8270	SLC Council on Aging	15,000	15,000	15,000	15,000
8392	Special Events:				
	Sights & Sounds Parade	15,000	15,000	15,000	15,000
	Christmas Decorations	125,028	57,061	125,000	125,000
	Fireworks	41,500	39,500	43,000	43,000
	Miscellaneous Special Events	0	20,975	0	0
	Mainstreet	25,000	0	0	50,000
	Lincoln Park Mainstreet	0	0	10,000	50,000
	United For Animals	10,000	10,000	10,000	10,000
	Youth & Crime Prevention Activities	5,000	2,087	10,000	10,000
	Jazz on Moore's Creek	0	0	0	10,000
	Juneteenth Festival	0	0	0	20,000
8410	Community Projects	7,155	3,510	20,000	25,000
8411	Community Housing	0	0	125,000	125,000
	Total Grants and Aids	$ 315,183	$ 234,633	$ 448,000	$ 573,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: General		Department:	Administrative Services		
Fund/Division Number: 6000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
NON-OPERATING EXPENDITURES					
9130	Debt Service Series 2010 B	421,376	0	0	0
9166	Capital Reserve Loan-HUD	9,124	0	200,222	0
9179	Debt Service Series 2019	2,297,250	2,295,000	2,294,500	2,285,500
9176	Debt Service Series 2020A/2014 Energy	68,631	420,893	749,307	739,647
9178	Debt Service Series 2020B/2016 Series	892,602	542,470	0	0
9179	Debt Service Series 2020C/2018 Series	573,110	571,900	566,515	564,383
9180	Capital Leases- White Fleet	394,687	408,357	500,000	600,000
9180	Capital Leases- Police Fleet	701,076	852,147	1,025,000	1,100,000
9184	Special Revenue/Police Grant	130,905	0	50,000	50,000
9186	Special Revenue/103 CDBG	100,000	0	0	0
9187	Special Revenue/106 Grants	0	0	75,000	220,000
9199	Transfer to Stormwater	196,468	0	0	0
9300	Transfer to Animal Shelter	0	0	199,500	300,000
	Total Non-Operating	$ 5,785,229	$ 5,090,767	$ 5,660,044	$ 5,859,530
	TOTAL ADMINISTRATIVE	**$ 15,798,961**	**$ 16,910,579**	**$ 19,748,371**	**$ 21,270,073**
TOTAL GENERAL FUND APPROPRIATIONS		**$ 52,103,050**	**$ 53,460,699**	**$ 58,887,439**	**$ 64,668,104**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund	Department:	Police Grants			
Fund/Division Number: 101-3005	Division:				
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Interfund Grants					
331 20 16	COPS-CHRP	$ 679,839	$ 361,828	$ 0	$ 0
331 20 59	FDLE 2013-JAGC - STLU-1-D7-180	3,262	3,106	0	0
331 20 30	VOCA	103,830	164,023	168,440	143,130
331 20 35	OJP Bullet Proof Vests	18,019	10,167	0	0
331 20 36	OJP Bullet Proof Vests '22	0	0	68,572	0
331 20 37	OJP Bullet Proof Vests '23	0	0	28,900	28,900
331 20 38	OJP Bullet Proof Vests '24	0	0	0	24,300
331 20 50	IRSC- College Policing	94,000	94,000	94,000	94,000
331 20 59	FDLE 2020-JAGC - STLU	127,014	26,627	0	0
331 21 00	Other Federal Grants	24,143	43,659	0	0
334 20 61	OJP Bullet Proof Vests	7,115	14,090	0	0
334 20 66	FDOT Grant	0	0	0	18,809
334 90 00	PSN22	0	0	0	75,000
334 90 00	DOJ BJA FY'21 Byrne Grant County Share	10,393	0	0	0
334 90 00	DOJ JAG Shared w/SLC	0	0	0	31,524
334 90 00	FDLE Human Trafficking	0	0	0	100,000
334 90 00	DOJ JAG 24 grant	0	0	0	25,000
334 90 00	FDLE NIBRS Grant	0	0	364,747	364,748
334 90 00	FDLE Project Safe Neighborhood	0	0	111,597	0
334 90 00	IPTM/University of North Florida	0	0	15,972	0
334 90 00	COPS Micro 23	0	0	0	46,518
334 90 00	COPS Micro 24	0	0	0	175,000
	Total Interfund Grants	$ 1,067,615	$ 717,499	$ 852,228	$ 1,126,929
Miscellaneous Revenue					
361 10 00	Interest on Investments	$ 0	$ 0	$ 0	$ 0
366 90 00	Other Contribution/Donation	0	0	0	0
369 40 00	Reimb.-Contract Svcs.	0	0	0	0
	Total Miscellaneous Revenues	$ 0	$ 0	$ 0	$ 0
Interfund Transfers					
381 01 00	Transfer from General (Grant)	$ 130,905	$ 161,041	$ 50,000	$ 50,000
381 91 00	FPRA	10,000	133,318	0	0
	Total Interfund Transfers	$ 140,905	$ 294,359	$ 50,000	$ 50,000
	TOTAL RESOURCES	**$ 1,208,520**	**$ 1,011,859**	**$ 902,228**	**$ 1,176,929**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund	Department:	Police Grants
Fund/Division Number: 101-3005	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Victim Advocate	2	3	3	3
Police Officer	6	6	1	1
Rich House Counselor	0	0	0	2
Police Crime Analyst	0	1	0	0
Total Budgeted Staffing Level	8	10	4	6

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 338,943	$ 414,041	$ 245,329	$ 261,050
1020	Incentive Pay	1068	3,651	0	0
1030	Accrued Compensation	1,024	0	0	0
1040	Overtime	14,866	20,508	5,000	0
1050	Holiday Overtime	22,702	22,682	0	0
2010	FICA Taxes	28,353	34,656	19,150	19,970
2020	Retirement/General	14,909	24,211	28,828	48,477
2020	Retirement/Police	38,182	46,556	14,586	0
2030	Life & Health Insurance	55,274	57,617	34,929	46,820
2035	Dental Insurance	2,974	2,788	1,145	1,902
2040	Workers' Compensation	8,327	10,596	2,942	287
	Total Personnel Services	$ 526,620	$ 637,307	$ 351,909	$ 378,506
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3490	Misc. Contractual Fees	94,000	94,000	0	118,749
4020	Travel and Education	26	0	5,000	0
4110	Communications	0	147	500	0
4410	Equipment Rental	0	0	0	6,120
4675	Software Maintenance	5,722	2,000	5,000	50,000
4945	Refunds	0	0	0	0
4990	Misc. Expenses	11,599	1,579	0	950
4999	Unallocated	0	0	118,894	93,174

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund	Department:	Police Grants
Fund/Division Number: 101-0000	Division:	

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, cont'd.					
5110	Office Supplies	17,701	695	5,000	5,000
5150	Misc. Equipment	101	0	500	0
5250	Uniforms	0	0	500	0
5251	Military Supplies	39,779	48,512	97,471	53,200
5430	Law Enforcement Education	3,107	1,432	0	0
	Total Operating Expense	$ 172,035	$ 148,365	$ 232,865	$ 327,193
Capital Outlay					
6410	Office Equip & Machinery	$ 156,807	$ 70,474	$ 317,454	$ 296,230
6420	Furniture &Fixtures	4,808	0	0	0
6440	Vehicles	69,599	0	0	175,000
	Total Capital Outlay	$ 231,214	$ 70,474	$ 317,454	$ 471,230
Transfers					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9111	Transfer to Police FPRA	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 929,869**	**$ 856,146**	**$ 902,228**	**$ 1,176,929**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund Fund/Division Number: 101-3007		Department: Division:	Police Grants/FPRA		
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Intergovernmental					
347 89	COPS Hiring Grant-2020	$ 279,734	$ 161,041	$ 0	$ 0
	American Rescue Plan	0	0	0	0
	Total Interfund Transfers	$ 279,734	$ 161,041	$ 0	$ 0
Transfers					
	Transfer from FPRA	$ 115,115	$ 133,318	$ 446,513	$ 990,602
	Total Interfund Transfers	$ 115,115	$ 133,318	$ 446,513	$ 990,602
	TOTAL RESOURCES	**$ 394,849**	**$ 294,359**	**$ 446,513**	**$ 990,602**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund	Department:	Police Grants/FPRA
Fund/Division Number: 101-3007	Division:	

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Police Officer	5	5	5	10
Total Budgeted Staffing Level	5	5	5	10

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 249,186	$ 273,811	$ 296,650	$ 665,686
1020	Incentive Pay	1,068	3,651	0	0
1030	Accrued Compensation	0	0	0	0
1040	Overtime	12,865	18,717	5,000	10,000
1050	Holiday Overtime	22,702	22,682	0	0
2010	FICA Taxes	21,397	23,924	23,076	51,690
2020	Retirement/Police	38,182	46,556	51,069	121,097
2030	Life & Health Insurance	41,708	45,509	43,554	74,232
2035	Dental Insurance	2,329	2,317	2,758	5,184
2040	Workers' Compensation	6,415	7,863	9,381	17,771
	Total Personnel Services	$ 395,852	$ 445,031	$ 431,488	$ 945,659
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3490	Misc. Contractual Fees	0	0	0	0
4020	Travel and Education	0	0	0	0
4110	Communications	0	0	5,000	5,000
4675	Software Maintenance	0	0	0	0
4945	Refunds	0	0	0	0
4990	Misc. Expenses	0	0	0	0
4999	Unallocated	0	0	3,525	443

Proposed Budget for Fiscal Year 2024/25

Fund Title: Restricted Fund Fund/Division Number: 101-3007	Department: Division:	Police Grants/FPRA		
	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, cont'd.				
5110 Office Supplies	0	0	0	0
5250 Uniforms	3,250	5,040	4,500	4,500
5251 Military Supplies	0	0	2,000	2,000
5430 Law Enforcement Education	0	0	0	0
Total Operating Expense	$ 3,250	$ 5,040	$ 15,025	$ 11,943
Capital Outlay				
6410 Office Equip & Machinery	$ 0	$ 0	$ 0	$ 33,000
6440 Vehicles	0	0	0	0
Total Capital Outlay	$ 0	$ 0	$ 0	$ 33,000
Transfers				
9110 Transfer to General	$ 0	$ 0	$ 0	$ 0
Total Transfers	$ 0	$ 0	$ 0	$ 0
TOTAL APPROPRIATIONS	**$ 399,102**	**$ 450,071**	**$ 446,513**	**$ 990,602**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Urban Redevelopment Fund/Division Number: 104-0000	Department: Urban Redevelopment Division: FPRA

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Taxes					
311 10	Ad Valorem Taxes	$ 7,923,864	$ 9,391,986	$ 11,899,370	$ 13,237,537
	Total Taxes	$ 7,923,864	$ 9,391,986	$ 11,899,370	$ 13,237,537
Licenses and Permits					
329 20	Lot Clearing Permits	$ 1,372	$ 3,869	$ 500	$ 2,500
	Total Licenses and Permits	$ 1,372	$ 3,869	$ 500	$ 2,500
Intergovernmental					
343 91	Admin Charge - Liens	$3,825	$2,306	$0	$0
347 54	Marina Dockage	12,178	5,189	12,300	5,000
384 90	Other Grants	1,544	0	0	0
	Total Intergovernmental	$ 17,547	$ 7,494	$ 12,300	$ 5,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 377	$ 3,953	$ 500	$ 500
362 14	Leases	333,286	374,415	300,000	350,000
363 10	Liens	0	32,362	1,000	1,000
369 31	Reimburse of Expenditures	508	2,245	500	500
369 45	Sale of Surplus Land	0	0	0	0
369 90	Other Misc. Revenues	0	0	500	500
	Total Miscellaneous Revenues	$ 334,170	$ 412,974	$ 302,500	$ 352,500
Transfers					
	Transfer from General Fund	$ 0	$ 0	$ 0	$ 0
	Transfer from Construction Fund	0	0	0	0
	Transfer from Restricted Fund	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	Total Revenues	**$ 8,276,953**	**$ 9,816,324**	**$ 12,214,170**	**$ 13,597,537**
Fund Balance Appropriation		(553,782)	(2,333,348)	0	0
	TOTAL RESOURCES	**$ 7,723,171**	**$ 7,482,976**	**$ 12,214,170**	**$ 13,597,537**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Fort Pierce Redevelopment Agency	Department: City Manager
Fund/Division Number: 104-0000	Division: FPRA

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Total Budgeted Staffing Level	0	0	0	0

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services				
Total Personnel Services	$ 0	$ 0	$ 0	$ 0
Operating Expense				
3120 Legal Fees	$ 0	$ 0	$ 0	$ 0
3190 Consultant Fees	147,940	11,775	0	250,000
3200 Accounting & Auditing	8,000	8,000	9,000	9,540
3440 Demolition	21,730	0	0	0
3468 Marina Operation	5,247	0	6,000	0
3490 Contractual Fees	232,232	285,405	500,000	695,000
4020 Travel & Education	4,278	8,615	10,000	20,000
4110 Communications	0	0	0	0
4120 Freight and Postage	0	0	600	500
4310 Utilities	32,574	31,939	30,000	40,000
4410 Equipment Rental	3,693	0	0	0
4430 Land Lease	84,255	120,296	60,000	125,000
4510 Insurance	130,270	64,199	192,000	200,000
4620 Site Maintenance	86,630	98,533	125,000	125,000
4650 Vehicle Maintenance	0	0	0	0
4651 Vehicle Parts	0	0	0	0
4675 Software Maintenance	0	1,226	0	0
4720 Outside Printing	0	0	0	0
4810 Advertising	880	851	5,000	5,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Fort Pierce Redevelopment Agency	Department:	City Manager
Fund/Division Number: 104-0000	Division:	FPRA

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense, cont'd					
4911	Loan Interest	0	0	0	0
4940	Bad Debts	0	0	0	0
4960	Administrative Fees	175,000	175,000	175,000	181,000
4980	Contingency	0	0	87,292	248,759
4985	Real Estate Taxes	36,753	37,064	45,000	45,000
4990	Miscellaneous Expenses	1,451	45	10,000	0
5110	Office Supplies	0	0	0	0
5120	EDP Supplies	0	0	0	0
5210	Gas and Oil	47	0	0	0
5410	Books, Pubs, Subscriptions & Mbrshp	2,045	2,670	2,500	5,000
	Total Operating Expense	$ 973,026	$ 845,618	$ 1,257,392	$ 1,949,799
Capital Outlay					
6100	Land	$ 0	$ 0	$ 0	$ 0
6200	Buildings	0	46,327	1,150,000	390,583
6310	Roads & Bridges	0	145,752	1,750,000	350,000
6320	Other improvements	43,120	209,726	400,000	788,252
6410	Office Equip & Machinery	23,738	122,673	0	0
6440	Office Equip & Machinery/Vehicle	0	47,000	0	0
	Total Capital Outlay	$ 66,858	$ 571,479	$ 3,300,000	$ 1,528,835
Other Programs & Projects					
8340	Other Grants & Aids	$ 13,400	$ 136,965	$ 400,000	$ 997,671
8347	Community Policing	250,875	350,060	525,000	1,015,000
8392	Youth Activities	20,000	26,000	0	100,000
	Total Programs & Projects	$ 284,275	$ 513,026	$ 925,000	$ 2,112,671
Transfers					
90 01	General-Debt Service (2010B)	$ 421,376	$ 0	$ 0	$ 0
90 01	General-Debt Service/(2019A)	2,067,525	2,065,500	2,065,050	2,056,950
9118	Debt Service 2015A	1,619,200	1,621,440	1,622,400	1,622,080
9119	Debt Service 2015B	896,600	0	0	0
9120	Debt Service 2020B2-Land	247,251	150,264	0	0
9121	Debt Service 2021	0	829,200	836,000	836,600
9166	Sunrise Theatre	450,000	450,000	500,000	500,000
9167	General	581,945	168,484	1,262,315	2,000,000
9184	Special Revenue Fund	0	267,966	0	0
9189	Police Grants/FPRA	115,115	0	446,513	990,602
	Total Transfers	$ 6,399,012	$ 5,552,854	$ 6,732,278	$ 8,006,232
	TOTAL APPROPRIATIONS	**$ 7,723,171**	**$ 7,482,976**	**$ 12,214,670**	**$ 13,597,537**

Proposed Budget for Fiscal 2024/25

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
CDBG REVENUE					
331 90	Entitlement Grant	$ 500,396	$ 596,016	$ 564,875	$ 529,209
334 50	Program Income	0	0	0	0
361 39	Other Interest Earnings	82	560	500	500
366 00	Contributions from Private Sources	0	0	0	0
369 31	Reimbursement of Expenditures	8,368	0	5,000	0
	CDBG Carry Over Funding	42,142	257,729	366,304	251,062
	Total REVENUE	**$ 550,987**	**$ 854,305**	**$ 936,679**	**$ 780,771**
TRANSFERS					
369 41	Contractual Svc./CDBG	$ 0	$ 0	$ 0	$ 0
369 42	Contractual Svc./SHIP	0	0	0	0
369 43	Contractual Svc./Grants Admin.	37,500	0	0	0
369 30	Settlement	0	0	0	0
381 10	Transfer from General	100,000	60,000	100,000	220,000
381 11	Transfer from FPRA	0	0	0	0
	Total TRANSFERS	**$ 137,500**	**$ 60,000**	**$ 100,000**	**$ 220,000**
	Total CDBG REVENUE	**$ 688,487**	**$ 914,305**	**$ 1,036,679**	**$ 1,000,771**

Proposed Budget for Fiscal 2024/25

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level					
	Grants Administration Manager	1	1	1	1
	Grant Writer	1	1	1	1
	Community Resource Specialist	1	1	1	1
	Reporting & Grants Specialist	1	1	1	1
	Administrative Assistant	0	0	1	1
	Total Budgeted Staffing Level	**4**	**4**	**5**	**5**

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
10 10	Salaries and Wages	$ 141,632	$ 264,091	$ 309,315	$ 341,781
10 30	Accrued Compensation	0	0	500	500
10 40	Overtime	1,211	1,272	0	0
20 10	FICA Taxes	10,292	19,866	23,701	26,184
20 20	Retirement	24,225	45,395	54,403	63,562
20 30	Life & Health Insurance	22,554	27,033	29,375	36,719
20 35	Dental Insurance	1,146	1,060	1,145	2,440
20 40	Workers' Compensation	465	487	465	377
	Total Personnel Services	**$ 201,526**	**$ 359,203**	**$ 418,904**	**$ 471,562**
CDBG Department Expenditures					
	Administrative				
32 00	Accounting & Auditing	0	811	875	890
34 90	Administrative-Contractual	79,223	5,520	0	0
49 60	Administrative Expenses	27,034	33,367	55,000	104,950
	Rehabilitation Department				
83 10	Housing Rehabilitation	$ 25,227	$ 251,499	$ 45,000	$ 150,000
83 30	Senior Citizens Housing	0	0	0	0
83 40	Other Grants & Aids	3,700	14,996	50,000	59,380
83 45	Weatherization	0	0	0	0

Proposed Budget for Fiscal 2024/25

Fund Title: Department of Urban Redevelopment	Department: CDBG & SHIP
Fund/Division Number: 103 & 105	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
	Neighborhood Revitalization				
83 80	Lincoln Park Mainstreet	$ 37,500	$ 50,000	$ 50,000	$ 0
83 80	Fort Pierce Mainstreet	37,500	50,000	50,000	0
83 83	Lincoln Park/Orange Ave. Business Dev	0	0	0	0
83 86	Local Art/Cultural Heritage	21,717	38,285	46,900	0
86 86	FPAT	0	0	0	0
83 87	Commercial Facades	0	0	0	0
	Economic Development				
83 88	Micro-Bus/Economic Development	$ 51,201	$ 78,657	$ 60,000	$ 80,000
83 88	Job Fair & Lincoln Park Business Expo	0	0	20,000	20,000
	Public Service				
83 97	Public Facility Improvements	$ 463	$ 9,123	$ 80,000	$ 93,989
83 97	Public Amenities	0	0	0	0
83 88	Public Service Agencies	19,040	0	50,000	20,000
83 98	Youth and Children Projects	0	1,304	0	0
	Total Operating Expenditures	**$ 302,605**	**$ 533,562**	**$ 507,775**	**$ 529,209**
	Grants-Programs & Projects				
83 10	Housing Rehabilitation (Roll-over)	0	0	40,000	0
83 41	Commercial Façade (Roll-over)	0	20,150	25,000	0
83 83	Micro-Bus/Economic Development	0	0	20,000	0
83 86	Local Art/Cultural Heritage	0	0	0	0
83 98	Public Service	0	0	25,000	0
83 99	COVID19 Projects	180,000	0	0	0
	Administrative Expenses	0	0	0	0
	Total Roll-Over Expenditures	**$ 180,000**	**$ 20,150**	**$ 110,000**	**$ 0**
	Capital				
63 10	Road & Bridge Improvement	$ 0	$ 0	$ 0	$ 0
63 20	Other Improvements	0	0	0	0
64 10	Office Equipment & Machinery	4,356	1,390	0	0
64 45	Other Equipment	0	0	0	0
99 99	Unencumbered	0	0	0	0
	Total Capital	**$ 4,356**	**$ 1,390**	**$ 0**	**$ 0**
	TOTAL CDBG APPROPRIATIONS	**$ 688,487**	**$ 914,305**	**$ 1,036,679**	**$ 1,000,771**

Proposed Budget for Fiscal 2024/25

Fund Title: Department of Urban Redevelopment Fund/Division Number: 103 & 105	Department: CDBG & SHIP Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
SHIP REVENUES					
344 90	SHIP	$ 497,670	$ 377,555	$ 549,324	$ 377,309
334 50	Program Income	50	100	1,000	500
361 10	Interest on Investments	40	334	100	100
369 90	Other Misc. Revenues	34,510	0	0	0
381 90	Program Income HHR	8,851	0	0	0
	Carry Over Funding	(269,853)	148,952	0	0
	Total SHIP Revenue	**$ 271,268**	**$ 526,941**	**$ 550,424**	**$ 377,909**
SHIP EXPENDITURES					
Total Operating Expenses		$ 1,083	$ 3,779	$ 54,932	$ 37,791
Total Grants-Programs &Projects		270,185	523,162	495,492	340,118
	TOTAL SHIP APPROPRIATIONS	**$ 271,268**	**$ 526,941**	**$ 550,424**	**$ 377,909**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Department of Urban Redevelopment	Department:
Fund/Division Number:	Division: Grants Administration

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Grants					
334 50	Program Income	$ 135,737	$ 16,244	$ 0	$ 0
	Total Intergovernmental	$ 135,737	$ 16,244	$ 0	$ 0
Miscellaneous Revenue					
361 10	Interest on Investments	($13)	$ 301	$ 500	$ 500
361 38	HHRP Loan	2,629	0	2,000	500
369 31	Reimb. Of Expenditures	450	0	0	0
369 90	Other Misc. Revenues	0	0	0	0
	Carry Forward Funding	0	0	530,000	547,133
	Total Miscellaneous Revenues	$ 3,066	$ 301	$ 532,500	$ 548,133
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
381 91	FPRA	0	0	0	0
	Total Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Total Revenues	**$138,803**	**$ 16,545**	**$ 532,500**	**$ 548,133**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Department of Urban Redevelopment	Department:
Fund/Division Number:	Division: Grants Administration

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services				
10 10 Salaries and Wages	$ 0	$ 0	$ 0	$ 0
10 30 Accrued Compensation	0	0	0	0
10 40 Overtime	0	0	0	0
20 10 FICA Taxes	0	0	0	0
20 20 Retirement	0	0	0	0
20 30 Life & Health Insurance	0	0	0	0
20 35 Dental Insurance	0	0	0	0
20 40 Workers' Compensation	0	0	0	0
Total Personnel Services	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Operating Expense				
3120 Legal Fees	$ 0	$ 0	$ 0	$ 0
4020 Travel & Education	0	0	0	0
4120 Freight and Postage	0	0	100	100
4810 Advertising	0	0	0	0
4960 Administrative Fees	0	0	2,400	2,400
4965 Escrow Expenses	0	0	0	0
4990 Miscellaneous Expenses	100	0	0	0
Programs & Projects	0	0	530,000	545,633
Total Operating Expense	$ 100	$ 0	$ 532,500	$ 548,133
Interfund Transfers				
Transfer to CDBG	$ 37,500	$ 0	$ 0	$ 0
Transfer to SHIP	0	0	0	0
Total Interfund Transfers	$ 37,500	$ 0	$ 0	$ 0
TOTAL APPROPRIATIONS	**$ 37,600**	**$ 0**	**$ 532,500**	**$ 548,133**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Grants					
331 50	Disaster Relief/Federal	$0	$0	$0	$0
334 39	Physical Environmental Grant	0	0	243,750	243,750
334 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 243,750	$ 243,750
Charges for Services					
347 54	Dockage	$ 1,516,009	$ 1,483,615	$ 1,700,000	$ 1,800,000
347 55	Transient Dockage	743,193	1,102,329	975,000	1,200,000
	Total Charges for Services	$ 2,259,202	$ 2,585,943	$ 2,675,000	$ 3,000,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 108	$ 1,244	$ 2,500	$ 2,500
361 33	Other Investment Interest	0	0	0	0
362 14	Leases	2,331	0	3,500	3,500
362 16	Crabby's Lease	293,339	282,152	200,000	200,000
369 31	Reimburse of Expenditures	0	0	0	0
369 49	Misc Revenues	12,375	15,928	12,000	12,000
369 85	Settlement of Claims	0	22,445	0	0
369 90	Other Misc. Revenue	6,771	0	7,000	7,000
369 91	Gas and Oil Sales	2,044,481	2,072,486	2,300,000	1,950,000
369 92	Electric Utility Sales	134,490	106,733	150,000	150,000
369 93	Utility Fees	68,869	139,369	65,000	65,000
369 94	Soda, Candy & Ice Sales	231,396	241,164	235,000	210,000
369 96	Late Payment Charges	1,480	3,863	3,500	3,500
369 97	Live Aboards	84,736	91,435	85,000	80,000
369 98	Other Miscellaneous Revenues	15,255	15,797	17,500	15,000
	Total Miscellaneous Revenue	$ 2,895,631	$ 2,992,616	$ 3,081,000	$ 2,698,500
	Total Revenue	$ 5,154,834	$ 5,578,559	$ 5,999,750	$ 5,942,250
	Appropriated Retained Earnings	(268,060)	(393,236)	676,543	1,357,024
	TOTAL RESOURCES	**$ 4,886,774**	**$ 5,185,323**	**$ 6,676,293**	**$ 7,299,274**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Marina Director	1	1	1	1
Senior Accounting Analyst	1	1	1	1
Operations Supervisor	1	1	1	1
Assistant Dockmaster	2	2	2	2
Concierge Retailer	1	1	1	1
Dock Attendant	1	1	1	1
Storekeeper (FT)	0	1	1	1
Marine Waterways Enforcement Officer	0	0	2	2
Maintenance Technician	0	0	1	1
Total Budgeted Staffing Level	7	8	11	11

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 318,927	$ 289,946	$ 580,910	$ 591,246
1030	Accrued Compensation	3,830	16,632	6,000	5,000
1040	Overtime	3,830	3,568	5,000	5,000
2010	FICA Taxes	24,957	23,787	45,694	46,408
2020	Retirement Contributions	47,529	37,725	94,628	101,223
2030	Life & Health Insurance	45,343	34,755	106,993	100,829
2035	Dental Insurance	2,404	1,754	4,181	4,419
2040	Workers' Comp.	11,113	10,889	12,835	15,086
	Total Personnel Services	$ 457,933	$ 419,055	$ 856,240	$ 869,211
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 3,000	$ 3,000
3190	Consulting Fees	0	0	0	0
3200	Accounting & Auditing	2,834	2,861	3,100	3,255
3490	Misc. Contract Services	18,220	40,020	111,250	50,000
3495	Temp Employee Svc	310,261	408,035	375,000	325,000
4010	Car Allowance	4,200	5,400	5,400	5,400
4020	Travel & Education	0	797	12,000	7,188
4110	Communications	25,149	27,469	35,000	30,000
4120	Freight and Postage	959	1,125	1,500	1,500

Proposed Budget for Fiscal Year 2024/25

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4310	Utilities	165,076	198,237	175,000	175,000
4410	Equipment Rental	4,129	3,110	4,500	4,500
4430	Land Lease	49,753	77,615	50,000	50,000
4510	Insurance & Fidelity Bond	655,507	774,018	750,000	800,000
4540	FLC Liability & Property	0	64,342	0	70,000
4610	Building Maintenance	8,066	12,635	25,000	15,000
4620	Restroom/Laundry Maint.	0	8,928	4,500	5,000
4630	Pier Maintenance	36,835	55,729	60,000	40,000
4650	Vehicle Maintenance	481	701	900	900
4651	Vehicle Parts	854	628	700	700
4660	Equipment Maintenance	12,382	16,434	13,000	13,000
4670	Computer Maintenance	0	1,014	2,500	2,500
4675	Software Maintenance	31,352	32,338	37,000	37,000
4710	Reproduction	1,652	2,361	1,500	1,500
4810	Advertising	33,033	10,679	40,000	35,000
4920	Cost of Goods Sold Fuel	1,739,290	1,606,668	1,500,000	1,500,000
4930	Cost of Goods Sold	116,547	125,149	120,000	120,000
4940	Bad Debt Expense	0	896	5,000	5,000
4960	Administrative Charges	191,338	233,390	200,000	201,350
4970	Inventory Adjustment	936	0	2,500	2,500
4975	Taxes	18,232	18,101	20,000	20,000
4990	Miscellaneous Expense	105	1,790	5,000	5,000
5110	Office Supplies	5,149	5,297	5,000	5,000
5120	EDP Supplies	17	198	500	500
5150	Misc. Equipment	3,354	9,319	20,500	20,500
5210	Gas and Oil	891	1,277	1,000	1,000
5230	Cleaning Supplies	14,814	13,141	16,000	16,000
5231	Safety Supplies	0	2,166	1,000	1,000
5232	Other Supplies	479	474	500	500
5241	Horticultural Supplies	3,729	1,626	3,500	3,500

Proposed Budget for Fiscal Year 2024/25

Fund Title: Marina	Department: Marina
Fund/Division Number: 401-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
5250	Uniforms	0	609	2,500	2,500
5260	Expendable Tools	3,806	4,502	2,500	2,500
5410	Books,Pubs,Subscriptions&Mbrshp	1,090	1,285	1,500	1,500
5900	Depreciation	1,104,745	1,100,764	1,104,745	1,101,000
	Total Operating Expense	$ 4,565,266	$ 4,871,129	$ 4,722,595	$ 4,684,793
Capital Outlay					
6200	Building	$ 0	$ 0	$ 28,000	$ 0
6310	Other Improvements	20,022	0	975,000	1,360,000
6320	Other Structures Facility	0	0	0	0
6360	Hurricane Improvements	0	0	10,000	0
6410	Office Equip & Machinery	3,354	4,700	4,000	4,000
6420	Furniture & Furnishings	0	0	1,500	1,500
6445	Other Equipment	0	19,558	225,000	518,050
	Total Capital Outlay	$ 23,376	$ 24,258	$ 1,243,500	$ 1,883,550
Debt Service					
7010	Principal	$ 468,061	$ 485,020	$ 488,595	$ 499,752
7020	Interest	194,420	183,526	173,107	161,159
7030	Other Debt Service Cost	26,809	26,809	25,000	26,809
	Total Debt Service	$ 689,290	$ 695,355	$ 686,702	$ 687,720
Non-Operating Expenses					
9110	Transfer to General	$ 250,000	$ 275,000	$ 275,000	$ 275,000
9200	Loan Principal	0	0	0	0
9300	Loan Interest	5,653	1,290	0	0
	Total Non-Operating Expenses	$ 255,653	$ 276,290	$ 275,000	$ 275,000
	TOTAL APPROPRIATIONS	**$ 5,991,519**	**$ 6,286,087**	**$ 7,784,038**	**$ 8,400,274**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Solid Waste	Department: Solid Waste
Fund/Division Number: 402-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Grants					
331 50	Disaster Relief/Federal	$ 0	$ 0	$ 0	$ 0
331 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charges for Services					
343 40	Residential Service	$ 3,416,488	$ 3,504,562	$ 3,650,000	$ 3,850,000
343 41	Commercial Service	4,146,509	4,188,851	4,575,000	4,700,000
343 43	Commercial Trash	101,291	101,291	101,300	101,300
343 44	Recycling/Billing	415,238	426,643	400,000	450,000
343 45	Other Income	0	0	0	0
343 46	Recycling Program	9,733	14,608	3,500	5,000
	Total Charges for Services	$ 8,089,259	$ 8,235,954	$ 8,729,800	$ 9,106,300
Miscellaneous Revenue					
361 10	Interest on Investments	$ 43	$ 58	$ 1,000	$ 1,000
361 20	Interest of SBA	0	0	0	0
364 41	Sale of Surplus	0	304	0	0
366 90	Contributions/Private Sources	66,674	312,881	0	0
369 85	Settlement of Claims	0	0	0	0
369 90	Miscellaneous Revenue	2,742	213	0	0
	Total Miscellaneous Revenue	$ 69,459	$ 313,456	$ 1,000	$ 1,000
	Total Revenues	$ 8,158,718	$ 8,549,411	$ 8,730,800	$ 9,107,300
	Appropriated Retained Earnings	429,730	(195,160)	502,667	702,859
	TOTAL RESOURCES	**$ 8,588,448**	**$ 8,354,251**	**$ 9,233,467**	**$ 9,810,159**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Solid Waste	**Department: Solid Waste**
Fund/Division Number: 402-0000	**Division:**

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Deputy City Manager/Public Works Dir.	0	0	0	1
Deputy Public Works Director	1	1	1	1
Fleet Manager	1	1	1	1
Division Manager	1	1	1	1
Operations Manager-Fleet	1	1	1	1
Executive Assistant	1	1	1	1
Engagement & Outreach Coordinator	0	1	1	1
Administrative Assistant	1	1	2	2
Lead Sanitation Driver	0	0	2	2
Sanitation Driver	22	22	22	22
Maintenance Worker	4	4	4	4
Master Mechanic	1	1	1	1
Garage Foreman	0	1	1	1
Diesel Mechanic	3	2	3	3
Inspector	1	1	1	1
Public Works Director	1	1	1	0
Total Budgeted Staffing Level	38	39	43	43

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,454,790	$ 1,411,030	$ 2,296,440	$ 2,474,850
1030	Accrued Compensation	12,150	78,786	14,700	17,000
1040	Overtime	173,856	214,182	50,000	50,000
2010	FICA Taxes	122,601	124,842	180,325	195,278
2020	Retirement Contributions	222,401	218,694	345,162	404,940
2030	Life & Health Insurance	290,974	270,479	470,525	469,583
2035	Dental Insurance	18,046	14,347	20,475	22,235
2040	Workers' Comp.	108,100	99,591	85,718	102,674
	Total Personnel Services	$ 2,402,917	$ 2,431,952	$ 3,463,345	$ 3,736,560

Proposed Budget for Fiscal Year 2024/25

Fund Title: Solid Waste		Department: Solid Waste			
Fund/Division Number: 402-0000		Division:			
		2021/22 Actual	**2022/23 Actual**	**2023/24 Approved**	**2024/25 Proposed**
Operating Expense					
3200	Accounting & Auditing	$ 6,612	$ 6,981	$ 7,000	$ 7,420
3420	U.A. Customer Service Admin.	202,800	176,880	187,200	187,200
3430	Landfill Contract	1,923,534	2,186,533	2,250,000	2,500,000
3490	Misc. Contract Services	222,822	148,004	250,000	201,465
3495	Temp Employee Svcs	491,415	699,465	250,000	250,000
4010	Car Allowance	8,400	10,800	10,800	10,800
4020	Travel & Education	9,128	6,615	10,000	10,000
4110	Communications	22,526	16,944	50,000	30,000
4120	Freight and Postage	81	45	500	500
4310	Utilities	19,246	19,563	16,000	20,000
4410	Equipment Rental	3,326	35,389	50,000	50,000
4510	Insurance & Fidelity Bond	186,133	213,664	276,864	276,864
4550	Liability & Property Claims	0	0	0	0
4650	Vehicle Maintenance	3,882	3,266	5,000	5,000
4651	Vehicle Parts	455,204	251,730	350,000	350,000
4652	Tires, Tubes & Batteries	196,538	270,813	250,000	275,000
4653	Unforeseeable	0	14,886	15,000	15,000
4660	Equipment Maintenance	31,732	38,464	35,000	35,000
4670	Computer Maintenance	0	579	500	500
4675	Software Maintenance	11,088	6,899	15,000	15,000
4680	Radio Maintenance	0	0	0	0
4710	Reproduction	493	1,172	2,500	2,500
4810	Advertising	4,387	1,083	6,750	6,750
4950	Settlement of Claims	0	0	0	0
4960	Administrative Charges	80,000	80,000	80,000	82,400
4990	Miscellaneous Expense	12,960	12,607	10,000	13,000
5110	Office Supplies	5,740	4,857	5,000	5,000
5120	EDP Supplies	0	0	200	200
5150	Miscellaneous Equip Expense	17,250	9,168	10,000	10,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Solid Waste	Department: Solid Waste
Fund/Division Number: 402-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
5210	Gas and Oil	469,366	467,763	600,000	600,000
5232	Other Supplies	11,193	7,433	6,000	6,000
5242	Chemicals	5,578	5,341	10,000	10,000
5250	Uniforms	18,873	10,843	25,000	25,000
5260	Expendable Tools	723	1,030	5,000	5,000
5410	Books,Pubs,Subscriptions&Mbrshp	880	1,139	1,000	1,000
5900	Depreciation	775,074	518,048	775,074	518,048
	Total Operating Expense	$ 5,196,982	$ 5,228,007	$ 5,565,388	$ 5,524,647
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Other Improvements	0	0	0	0
6410	Office Equip & Machinery	0	0	0	0
6420	Furniture & Furnishings	0	0	0	0
6430	Heavy Equipment	0	0	0	0
6445	Other Equipment	241,036	193,595	0	0
6490	SBITA	0	16,999	0	17,000
	Total Capital Outlay	$ 241,036	$ 210,594	$ 0	$ 17,000
Non-Operating Expense					
9110	Transfer to General	$ 948,096	$ 700,000	$ 500,000	$ 500,000
9200	Capital Loan Payment	487,925	247,410	550,000	550,000
9200	Debt Service/Radios	62,617	38,055	0	0
9300	Loan Interest	23,950	16,280	0	0
	Total Non-Operating Expense	$ 1,522,587	$ 1,001,745	$ 1,050,000	$ 1,050,000
	TOTAL APPROPRIATIONS	**$ 9,363,522**	**$ 8,872,299**	**$ 10,078,733**	**$ 10,328,207**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Golf Course	Department: Golf Course
Fund/Division Number: 405-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Charges for Services					
347 20	Membership Dues	$ 31,558	$ 26,166	$ 43,000	$ 45,000
347 22	Other Memberships	1,668	1,332	9,000	35,000
347 24	Golf Fees	984,447	884,161	1,150,000	1,250,000
347 24	Adjustment Golf Fees	(4,610)	(3,923)	0	0
347 25	Driving Range	27,318	28,625	40,000	43,000
	Total Charges for Services	$ 1,040,381	$ 936,360	$ 1,242,000	$ 1,373,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 0	$ 0	$ 0	$ 0
369 25	Pro Shop Merchandise	62,992	61,933	75,000	85,800
369 31	Reimbursement of Expenses	930	331	6,000	6,500
369 70	Events	0	0	0	7,500
369 80	Food	10,484	11,934	20,000	20,000
369 85	Settlement of Claims	0	0	0	0
369 89	Alcoholic Beverages	59,629	62,930	80,692	80,000
369 90	Misc Revenues	4,683	1,738	22,000	35,000
369 94	Snacks & Beverages	21,172	21,378	40,000	25,000
369 98	Other Misc Revenues	0	0	28,000	28,691
	Total Miscellaneous Revenue	$ 159,889	$ 160,243	$ 271,692	$ 288,491
	Total Revenues	$ 1,200,270	$ 1,096,603	$ 1,513,692	$ 1,661,491
Transfers					
381 01	Transfer from General Fund	$ 0	$ 0	$ 0	$ 0
382 50	Transfer from Solid Waste	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	(21,483)	636,036	0	(43,866)
	TOTAL RESOURCES	**$ 1,178,787**	**$ 1,732,639**	**$ 1,513,692**	**$ 1,617,625**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Golf Course	**Department: Golf Course**
Fund/Division Number: 405-0000	**Division:**

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Golf Course Manager	1	1	1	1
Golf Pro	2	1	1	1
Superintendent	1	1	1	1
Assistant Superintendant	1	0	1	1
Lead Grounds Keeper	0	1	0	0
Total Budgeted Staffing Level	5	4	4	4

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 211,327	$ 269,839	$ 274,201	$ 291,010
1030	Accrued Compensation	3,126	6,391	1,400	1,500
1040	Overtime	0	2,955	0	0
2010	FICA Taxes	16,159	21,057	21,083	22,377
2020	Retirement Contributions	36,996	46,665	48,396	54,319
2030	Life & Health Insurance	32,353	41,696	43,456	36,621
2035	Dental Insurance	1,550	1,833	1,788	2,202
2040	Workers' Comp.	6,795	6,052	4,024	7,927
	Total Personnel Services	$ 308,306	$ 396,488	$ 394,348	$ 415,956
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	2,125	2,032	2,100	2,230
3440	Aquatic Weed Control	0	9,154	9,000	5,300
3490	Contractual Fees	4,856	0	0	0
3495	Temp Employee Svcs	128,681	238,384	165,622	265,000
4110	Communications	19,401	24,176	17,000	20,000
4120	Freight and Postage	79	10	500	500
4310	Utilities	81,922	103,234	85,000	90,000
4410	Equipment Rental-Golf Carts	47,799	0	58,000	0
4420	Land Lease	42,990	44,744	57,000	57,000
4510	Insurance & Fidelity Bond	73,594	82,193	91,572	95,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Golf Course		Department: Golf Course			
Fund/Division Number: 405-0000		Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense cont'd.					
4610	Building Maintenance	0	0	0	0
4620	Building Supplies	0	1,461	1,500	1,500
4630	Irrigation Maintenance	521	25,212	15,000	10,000
4651	Vehicle Parts	0	0	0	0
4660	Equipment Maintenance	0	13,959	10,000	23,000
4670	Computer Maintenance	0	1,107	3,550	3,550
4675	Software Maintenance	15,020	16,914	18,000	18,000
4810	Advertising	0	6,730	7,500	9,000
4925	Cost of Events	0	0	0	0
4930	Cost of Goods Sold	0	23,263	14,000	22,000
4932	Liquor Expense	0	28,014	33,000	33,000
4935	Merchandise CGS	0	47,038	43,000	50,000
4940	Bad Debt Expense	0	0	0	0
4960	Administrative Charges	68,527	68,375	67,000	69,000
4976	License and Fees	867	906	1,000	1,000
4980	Over/Short Expense	(17)	(28)	0	0
4985	Taxes	5,836	5,836	6,000	6,000
4990	Miscellaneous Expense	0	54	0	0
5110	Office Supplies	1,015	991	1,000	1,000
5120	EDP Supplies	0	0	0	0
5150	Misc Equipment Expense	289	955	0	0
5210	Gas and Oil	2,796	37,975	39,000	40,000
5231	Safety Supplies	0	0	0	0
5232	Other Supplies	0	6,780	5,500	9,000
5235	Maintenance Supplies	0	0	0	0
5240	Golf Supplies	0	1,967	4,500	6,000
5241	Horticultural Supplies	0	960	1,000	1,000
5242	Chemicals	0	86,764	75,000	55,000
5243	Turf Supplies	0	5,005	6,000	15,000
5244	Fertilizer	0	79,832	165,000	197,448
5250	Uniforms	0	0	1,500	1,500
5410	Books,Pubs,Subscriptions&Mbrshp	1,720	3,637	3,500	4,000
5900	Depreciation	142,936	237,795	142,936	237,795
	Total Operating Expense	$ 640,956	$ 1,205,429	$ 1,150,280	$ 1,348,823

Proposed Budget for Fiscal Year 2024/25

Fund Title: Golf Course Fund/Division Number: 405-0000		Department: Golf Course Division:			
		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Capital Outlay					
6200	Buildings	$ 6,500	$ 0	$ 0	$ 0
6320	Other Structures Facility	0	0	20,000	0
6410	Office Equip & Machinery	3,157	677	0	0
6420	Furniture & Furnishings	0	0	0	0
6445	Other Equipment	302,470	237,795	0	0
	Total Capital Outlay	$ 312,127	$ 238,472	$ 20,000	$ 0
Non-Operating Expense					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9180	Equipment Leases	52,113	114,319	83,000	86,000
9300	Loan Principal	0	0	0	4,597
9010	Loan Interest	8,221	15,727	9,000	44
	Total Non-Operating Expense	$ 60,334	$ 130,045	$ 92,000	$ 90,641
	TOTAL APPROPRIATIONS	**$ 1,321,723**	**$ 1,970,434**	**$ 1,656,628**	**$ 1,855,420**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Sunrise Theatre	Department: Sunrise Theatre
Fund/Division Number: 406-0000	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Grants				
331 00 00 Federal Grants	$ 0	$ 0	$ 0	$ 0
334 70 10 State Grant/DCF	548,305	172,660	75,000	0
Total Grants	$ 548,305	$ 172,660	$ 75,000	$ 0
Charges for Services				
347 56 10 Ticket Sales	$ 1,012,144	$ 1,176,471	$ 1,250,000	$ 1,750,000
347 56 11 Ticket Sales - Rentals	863,155	771,516	800,000	900,000
347 56 15 Ticket Handling Fees	207,661	304,391	190,000	300,000
347 56 50 Sponsorship Fees	23,000	35,747	35,000	25,000
347 56 80 Memberships	83,858	99,054	125,000	140,000
347 56 90 Donations & Pledges	41,594	7,729	25,000	15,000
Total Charges for Services	$ 2,231,412	$ 2,394,909	$ 2,425,000	$ 3,130,000
Miscellaneous Revenue				
361 10 00 Interest Earning	$ 113	$ 1,154	$ 0	$ 0
362 14 00 Rents and Royalties	163,109	155,289	50,000	225,000
369 31 00 Reimb. of Expenditures	1,457	484	10,000	50,000
369 70 00 Events	19,075	23,300	25,000	30,000
369 89 00 Packaged Sales	163,782	147,095	150,000	200,000
369 90 00 Miscellaneous Revenues	308	5,158	250	300
369 95 00 Commission/Tips/Merch.	11,241	0	6,500	7,000
369 96 00 Late Payment Charges	0	0	0	0
Total Miscellaneous Revenues	$ 359,084	$ 332,480	$ 241,750	$ 512,300
Other Resources				
381 01 00 Transfer from General	$ 0	$ 0	$ 0	$ 0
381 91 00 Transfer from FPRA	450,000	450,000	500,000	500,000
381 89 00 Transfer from Restricted Fund	794,166	159,866	50,000	50,000
381 90 00 Transfer from Restricted Fund-SVOG	0	0	0	0
Total Other Resources	$ 1,244,166	$ 609,866	$ 550,000	$ 550,000
Appropriated Retained Earnigs	(1,238,313)	(408,312)	49,604	(484,648)
TOTAL RESOURCES	**$ 3,144,654**	**$ 3,101,603**	**$ 3,341,354**	**$ 3,707,652**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Sunrise Theatre	**Department: Sunrise Theatre**
Fund/Division Number: 406-0000	**Division:**

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Marketing & Development Manager	1	1	1	1
Technical/Facilities Manager	0	1	1	1
Box House/Operations Manager	1	1	1	1
Executive Director	1	1	1	0
Facilities Maintenance Technician	0	0	1	0
Box Office Clerk	0	0	0	0
Administrative Assistant	0	0	0	0
Marketing & Public Relations Mgr	0	0	0	0
Executive Assistant	0	0	0	0
Total Budgeted Staffing Level	3	4	5	3

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services					
1010	Salaries and Wages	$ 237,302	$ 316,647	$ 361,327	$ 211,302
1030	Accrued Compensation	4,028	4,229	6,000	1,000
1040	Overtime	269	141	5,000	0
2010	FICA Taxes	18,367	24,050	28,896	16,241
2020	Retirement Contributions	29,174	47,549	65,381	39,424
2030	Life & Health Insurance	37,170	57,197	66,481	19,916
2035	Dental Insurance	1,744	2,064	2,759	835
2040	Workers' Comp	4,970	5,247	5,436	234
	Total Personnel Services	$ 333,026	$ 457,124	$ 541,281	$ 288,952
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	4,345	4,855	5,100	5,200
3490	Misc. Contract Services	274,275	96,893	150,000	250,000
3491	Custodial	31,303	23,544	35,000	45,000
3492	House Crew	36,955	96,644	64,000	110,000
3493	Support Staff	49,322	64,417	55,000	75,000
3495	Temp Employee Svc	38,456	56,369	70,000	65,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Sunrise Theatre	Department: Sunrise Theatre
Fund/Division Number: 406-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
3499	Security	23,563	19,350	25,000	32,000
4010	Car Allowance	4,200	5,400	0	0
4020	Travel & Education	1,860	6,351	8,000	8,000
4040	Hospitality/Entertainment	166	1,562	1,500	2,000
4043	Food	14,758	10,034	30,000	30,000
4044	Transportation	0	950	1,000	1,000
4045	Lodging	0	308	1,000	500
4110	Communications	26,769	29,433	25,000	30,000
4120	Freight and Postage	429	798	2,500	1,500
4310	Utilities	130,420	186,161	125,000	200,000
4410	Equipment Rental	15,364	20,161	15,000	15,000
4411	Audio Gear	0	0	500	5,000
4412	Backline	4,797	4,596	15,000	25,000
4413	Lighting	0	0	1,000	1,000
4414	Rigging	0	0	500	0
4415	Visual	0	0	500	500
4450	Theatre	0	0	0	0
4510	Insurance & Fidelity Bond	266,029	289,726	322,573	375,000
4540	FLC Liability & Property	4,228	0	4,000	4,000
4610	Building Maintenance	15,088	5,038	10,000	7,500
4640	A/C Maintenance	12,616	12,680	15,000	15,000
4645	Building Repair Supplies	1,263	1,706	3,000	3,000
4646	Theatre Supplies	1,492	1,849	1,500	3,000
4660	Equipment Maintenance	0	258	1,500	1,500
4670	Computer Maintenance	0	1,758	2,000	2,000
4675	Software Maintenance	4,309	4,567	4,500	5,000
4710	Reproduction	0	0	1,000	1,000
4720	Outside Printing	1,155	5,942	2,500	1,500
4810	Advertising	168,519	150,293	250,000	250,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Sunrise Theatre	Department: Sunrise Theatre
Fund/Division Number: 406-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating Expense contd.					
4925	Cost of Events	639,390	786,394	800,000	1,100,000
4926	Cost of Events/Rent Reimb	640,058	464,897	550,000	475,000
4932	Packaged Sales	39,433	29,821	46,000	50,000
4933	Concession Supplies	6,148	9,506	8,000	10,000
4940	Bad Debt Expense	171	0	0	0
4945	Refunds	58,696	60,333	0	65,000
4950	Settlement of Claims	0	0	0	0
4960	Administrative Charges	104,668	119,379	95,000	125,000
4976	Licenses & Fees	1,215	400	25,000	2,500
4985	Taxes	141	0	500	0
4980	Contingency	0	0	0	0
4990	Miscellaneous Expense	1,145	899	2,000	1,500
5110	Office Supplies	385	1,610	5,000	5,500
5120	EDP Supplies	227	0	500	500
5150	Misc Equipment Expense	8,146	5,544	5,000	6,000
5230	Cleaning Supplies	3,272	3,848	6,500	4,500
5410	Books,Publications,Subs&Mbrshp	2,321	1,775	3,000	3,000
5900	Depreciation	563,338	580,485	563,338	580,485
	Total Operating Expense	$ 3,200,435	$ 3,166,532	$ 3,358,011	$ 3,999,185
Capital Outlay					
6200	Other Structures Facilities	$ 0	$ 0	$ 0	$ 0
6320	Other Improvements	168,556	54,629	0	0
6410	Office Equip & Mach	5,975	3,804	0	0
	Total Capital Outlay	$ 174,532	$ 58,433	$ 0	$ 0
Transfers					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 3,707,992**	**$ 3,682,088**	**$ 3,899,292**	**$ 4,288,137**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Licenses and Permits					
322 10	Permits-Building Dept.	$ 3,996,299	$ 3,093,819	$ 3,250,000	$ 3,250,000
322 20	Inspections	13,453	14,175	15,000	15,000
322 90	Other Permit Fees	2,035,511	1,667,415	1,500,000	1,500,000
329 40	Contractor's License	64,715	64,240	20,000	20,000
	Total Licenses and Permits	$ 6,109,978	$ 4,839,650	$ 4,785,000	$ 4,785,000
Grants					
331 10	General Government	$ 0	$ 0	$ 0	$ 0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charge for Services					
341 40	Cert, Copying, Rcd Search	($292)	$ 10	$ 500	$ 500
341 60	Administration Fees	0	0	0	0
341 61	Demo & Flood Plain Mgmnt	0	927	5,000	5,000
341 94	Credit Card Process Fees	58,586	189,775	30,000	10,000
	Total Charges for Services	$ 58,295	$ 190,712	$ 35,500	$ 15,500
Fines & Forfeits					
354 60	Unlicensed Contracting	$ 0	$ 0	$ 0	$ 0
354 70	Violation of Local Ordinance	45,997	45,183	40,000	40,000
	Total Fines & Forfeits	$ 45,997	$ 45,183	$ 40,000	$ 40,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 462	$ 5,167	$ 0	$ 0
361 33	Other Investment Interest	0	0	0	0
369 31	Reimbursement of Expeditures	0	0	0	0
369 57	St. Lucie County	169,517	132,736	80,000	80,000
369 90	Other Misc. Revenues	51,455	44,798	50,000	50,000
	Total Miscellaneous Revenues	$ 221,435	$ 182,701	$ 130,000	$ 130,000
	Total Revenues	$ 6,435,704	$ 5,258,245	$ 4,990,500	$ 4,970,500
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
	TOTAL Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	(3,787,399)		165,461	1,373,847
	TOTAL RESOURCES	**$ 2,648,305**	**$ 5,258,245**	**$ 5,155,961**	**$ 6,344,347**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Building Director/Official	1	1	1	1
Assistant Building Director	0	0	0	1
Resiliency & CRS Navigator	0	0	0	1
Resiliency & CRS Specialist	0	0	0	1
Special Projects Coordinator	1	1	1	1
Violations Coordinator	0	0	0	1
Executive Assistant	1	1	1	1
Administrative Assistant	1	1	1	1
Building Inspector /Investigator	7	7	7	8
Building Inspector/Plans Examiner	1	1	1	1
Senior Permit Specialist	2	2	2	2
Permit Specialist	8	8	8	11
Plan Examiner	1	1	1	1
Building Inspector	1	1	1	1
Building Investigator	1	1	1	1
Records Management Coordinator	1	1	1	1
Deputy Building Official	1	1	1	0
Building Department Coordinator	1	1	1	0
CRS Coordinator	1	1	1	0
Total Budgeted Staffing Level	29	29	29	34

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services				
1010 Salaries and Wages	$ 1,067,827	$ 1,065,966	$ 1,761,112	$ 2,131,566
1030 Accrued Compensation	17,036	7,582	7,000	8,000
1040 Overtime	35,485	32,915	5,000	30,000
2010 FICA Taxes	82,277	81,741	136,056	166,385
2020 Retirement Contributions	191,451	189,491	311,358	402,888
2030 Life & Health Insurance	187,644	192,566	312,576	387,215
2035 Dental Insurance	11,473	8,901	13,154	16,461
2040 Workers' Compensation	26,924	28,077	33,805	35,832
Total Personnel Services	$ 1,620,116	$ 1,607,240	$ 2,580,061	$ 3,178,347
Operating Expense				
3120 Legal Fees	$ 0	$ 0	$ 2,500	$ 2,500
3170 Examination Fees	0	0	2,500	2,500
3200 Accounting & Auditing	1,417	1,272	1,500	1,600
3490 Contractual Fees	201,143	185,349	750,000	750,000

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Building
Fund/Division Number: 420-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating contd.					
3495	Temp Employee Svcs	89,886	172,865	200,000	200,000
4010	Car Allowance	3,150	5,400	5,400	5,400
4020	Travel and Education	25,373	16,892	50,000	70,000
4110	Communications	27,212	32,920	40,000	40,000
4120	Freight and Postage	4,303	5,104	10,000	10,000
4410	Equipment Rental	26,426	19,544	100,000	100,000
4510	Liability	11,655	14,134	14,000	14,000
4650	Vehicle Maintenance	3,148	3,401	7,500	7,500
4651	Vehicle Parts	3,683	8,921	7,500	7,500
4652	Tires & Batteries	0	0	7,500	7,500
4660	Equipment Maintenance	0	0	0	0
4670	Computer Maintenance	5,500	0	0	0
4675	Software Maintenance	63,604	130,571	250,000	250,000
4680	Radio Maintenance	359	0	0	0
4710	Reproduction	3,960	1,875	10,000	10,000
4720	Outside Printing	3,689	1,074	15,000	15,000
4810	Advertising	0	622	500	500
4945	Refunds	0	48	0	0
4960	Administrative Fees	407,146	414,339	430,000	450,000
4990	Miscellaneous Expenses	15,025	10,929	100,000	500,000
5110	Office Supplies	8,203	12,034	10,000	10,000
5120	EDP Supplies	80	5,867	4,500	4,500
5150	Misc. Equipment	26,094	7,171	145,000	145,000
5210	Gas and Oil	16,485	12,334	40,000	40,000
5232	Other Supplies	0	0	5,000	5,000
5410	Books, Pubs, Subscriptions&Mbrshp	5,516	5,206	12,500	12,500
5900	Depreciation	87,935	88,568	87,395	88,568
	Total Operating Expense	$ 1,040,991	$ 1,156,438	$ 2,308,295	$ 2,749,568
Capital Outlay					
6320	Other Improvements	$ 4,680	$ 0	$ 75,000	$ 75,000
6410	Office Equipment & Mach	3,005	35,499	90,000	200,000
6440	Vehicles	48,106	0	130,000	130,000
6420	Furniture & Furnishings	0	0	60,000	100,000
6450	Radios	12,010	0	0	0
6490	SBITA	0	25,879	0	0
	Total Capital Outlay	$ 67,801	$ 61,379	$ 355,000	$ 505,000
Non-operating Expenses					
9201	Debt Service/Radios	$ 7,331	$ 4,455	$ 0	$ 0
	Total Non-Operating Expenses	$ 7,331	$ 4,455	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,736,240**	**$ 2,829,512**	**$ 5,243,356**	**$ 6,432,915**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Stormwater	Department: Animal Shelter
Fund/Division Number: 407-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Grants					
331 36	General Grants	$ 0	$ 0	$ 30,000	$ 50,000
	Total Grants	$ 0	$ 0	$ 30,000	$ 50,000
Charges for Services					
000 00	Adoption Services	$ 0	$ 0	$ 48,000	$ 60,000
000 00	Impound Fees	0	0	12,000	10,000
000 00	Service Fees	0	0	12,000	35,000
	Total Charges for Services	$ 0	$ 0	$ 72,000	$ 105,000
Municipal Charges					
000 00	License Fees	$ 0	$ 0	$ 15,000	$ 0
000 00	Citation Fees	0	0	10,000	0
	Total Municipal Charges	$ 0	$ 0	$ 25,000	$ 0
Clinic Charges					
000 00	Sterilization Surgeries	$ 0	$ 0	$ 0	$ 375,000
000 00	Vaccinations	0	0	0	125,000
	Total Clinic Charges	$ 0	$ 0	$ 0	$ 500,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 0	$ 0	$ 0	$ 0
366 90	Merchandise Sales	0	0	6,000	10,000
366 91	Animal Care Products (medical)	0	0	0	62,500
369 43	Business Contributions	0	0	25,000	50,000
369 31	Donations	0	0	50,000	100,000
369 31	Fundraising Income	0	0	25,000	25,000
	Total Miscellaneous Revenue	$ 0	$ 0	$ 106,000	$ 247,500
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 199,500	$ 300,000
381 50	Restricted Fund	0	0	355,000	200,000
381 51	Restriced Fund-ARP	0	0	0	0
	Total Charges for Services	$ 0	$ 0	$ 554,500	$ 500,000
	Total Revenues	$ 0	$ 0	$ 762,500	$ 1,402,500
	Appropriated Retained Earnings	0	0	364,191	0
	TOTAL RESOURCES	**$ 0**	**$ 0**	**$ 1,126,691**	**$ 1,402,500**

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Animal Shelter
Fund/Division Number: 407-0000	Division:

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Budgeted Staffing Level				
Animal Shelter Administrator	0	0	0	1
Operations Manager	0	1	1	1
Kennel Manager	0	0	0	1
Animal Care Specialist I	0	5	6	8
Administrative Assistant (PT)	0	2	2	2
Office Manager/Surgery Technician	0	0	0	1
Veterinary Technician	0	0	0	1
Veterinary Administrative Assistant	0	0	0	1
Animal Care Specialist II	0	2	0	0
Assistant Operations Manager	0	1	1	0
Animal Care Lead Dogs	0	1	1	0
Animal Care Lead Cats	0	1	1	0
Animal Care Medical	0	1	0	0
Total Budgeted Staffing Level	0	14	12	16

	2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Personnel Services				
1010 Salaries and Wages	$ 0	$ 396,682	$ 406,770	$ 614,489
1030 Accrued Compensation	0	0	0	500
1040 Overtime	0	0	0	0
2010 FICA Taxes	0	30,346	31,118	47,047
2020 Retirement Contributions	0	67,952	71,429	114,203
2030 Life & Health Insurance	0	103,700	97,461	108,050
2035 Dental Insurance	0	5,117	3,796	5,030
2040 Workers' Compensation	0	5,771	5,472	8,312
Total Personnel Services	$ 0	$ 609,568	$ 616,046	$ 897,632
Operating Expense				
0000 Contractual Services	$ 0	$ 0	$ 2,500	$ 107,500
0000 Temporary Employee Services	0	0	70,000	30,000
0000 Communications	0	0	2,500	2,500
0000 Animal Care-Food	0	15,000	20,000	15,000
0000 Animal Care Supplies	0	5,000	500	58,368
0000 Medical Supplies	0	40,000	30,000	160,000
0000 Veterinary Services-Sterlization	0	50,000	50,000	55,000
0000 Veterinary Services/Vaccinations	0	20,000	5,000	0
0000 Veterinary Services/Miscellaneous	0	20,000	35,000	25,000
0000 Rescue Cleaning Supplies	0	0	10,000	0
0000 Veterinary Cleaning Supplies	0	10,000	0	12,000
0000 Janitorial Supplies	0	3,000	0	0

Proposed Budget for Fiscal Year 2024/25

Fund Title: Building	Department: Animal Shelter
Fund/Division Number: 407-0000	Division:

		2021/22 Actual	2022/23 Actual	2023/24 Approved	2024/25 Proposed
Operating contd.					
0000	Equipment Rental	0	0	0	500
0000	Building Maintenance	0	0	2,500	2,500
0000	Software Maintenance	0	1,000	1,000	9,000
0000	Advertising	0	2,500	2,500	3,500
0000	Marketing & Promotions	0	1,000	2,000	1,000
0000	Pest Control	0	1,000	2,500	0
0000	Outreach & Education	0	1,000	0	0
0000	Merchandise/Cost of Goods Sold	0	3,000	1,500	1,500
0000	Licenses & Fees	0	250	0	0
0000	Administrative Fees	0	0	0	0
0000	Miscellaneous Expenses	0	2,500	2,500	5,000
0000	Office Supplies	0	2,000	5,000	3,000
0000	Cleaning Supplies	0	0	0	10,000
0000	Safety Supplies	0	0	1,000	1,500
0000	Uniforms	0	2,500	5,000	1,500
0000	Misc. Equipment	0	0	5,000	0
0000	Other Supplies	0	0	0	0
0000	Books, Pubs, Subscriptions&Mbrshp	0	750	1,000	500
0000	Depreciation	0	0	0	0
	Total Operating Expense	$ 0	$ 180,500	$ 257,000	$ 504,868
Capital Outlay					
6320	Other Improvements	$ 0	$ 25,000	$ 25,000	$ 0
6410	Office Equipment & Mach	0	50,000	50,000	0
6420	Furniture & Furnishings	0	25,000	25,000	0
6460	Clinic/Surgery Equipment	0	200,000	200,000	0
	Total Capital Outlay	$ 0	$ 300,000	$ 300,000	$ 0
	TOTAL APPROPRIATIONS	**$ 0**	**$ 1,090,068**	**$ 1,173,046**	**$ 1,402,500**

City Commission Regular Meeting - 5:05 pm **12. c.**

Meeting Date: 09/16/2024

Re: Annexation - Savannah Landing Partners LLC - 2427-801-0056-000-3 & 2427-801-0053-000-2 (310 Dickson Dr.)

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Legislative Hearing - Ordinance 24-037: Review and approval of a Voluntary Annexation by applicant James Hackett - H&L Planning and Development on behalf of owner Savannah Landing Partners LLC, to extend the territorial limits of the City of Fort Pierce, Florida, to include two (2) parcels at or near the intersection of S. US Highway 1 and Dickson Drive, establishing Future Land Use, establishing Zoning. Parcel IDs: 3427-801-0056-000-3 and 2427-801-0053-000-2 (310 Dickson Drive) - FIRST READING

SUMMARY:

Project #: 24-0200004
A voluntary application for annexation was submitted by applicant James Hackett - H&L Planning and Development on behalf of owner(s) Savannah Landing Partners LLC. The request is to annex Parcel IDs: 2427-801-0056-000-3 and 2427-801-0053-000-2, located at or near the intersection of S. US Highway 1 and Dickson Drive and 310 Dickson Drive. The subject properties have a County Future Land Use designation of Residential High (RH) and Zoning classification of Residential, Multi-family 11du/ac (RM-11). The proposed properties is requesting annexation and obtaining City Future Land Use designation of Residential High (RH) 12-18 du/ac and Zoning classification of High Residential Density (R-5).

RECOMMENDATION:

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation of RH and the Zoning classification of R-5

ALTERNATIVES:

1. Recommend approval with conditions
2. Recommend disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:
N/A

Attachments

Ordinance 24-037
Staff Presentation
Staff Report
Applicant File
Staff Supporting Documents
Legal Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	08/29/2024 12:38 PM

Form Started By: Kerry Driver
Started On: 08/20/2024 01:35 PM
Final Approval Date: 08/29/2024

ORDINANCE NO. 24-037

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) PARCELS AT OR NEAR THE INTERSECTION OF S US HIGHWAY 1 AND DICKSON DRIVE AND PARCEL TWO BEING LOCATED AT OR NEAR APPROXIMATELY 310 DICKSON DRIVE** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING ZONING CLASSIFICATION OF HIGH DENSITY RESIDENTIAL (R-5); ESTABLISHING LAND USE DESIGNATION OF HIGH DENSITY RESIDENTIAL (RH); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the properties are contiguous to the municipality of the City of Fort Pierce; and

WHEREAS, the properties are located within an enclave and Section 171.046 of the Florida Statutes states that it is the policy of the state to eliminate enclaves; and

WHEREAS, the estimated population of the annexation is two (2); and

WHEREAS, the owner(s) have petitioned for voluntary annexation to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their August 12, 2024, meeting voted 6 to 6 recommend approval of the annexation; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation via certified mail to the St. Lucie County Administrator’s Office on

August 15, 2024, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on August 15, 2024, no fewer than ten (10) days prior to publishing or posting the ordinance notice.

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

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto, and incorporated herein; and the following properties is hereby annexed into the City:

a) PARCEL ONE:

Parcel ID: 2427-801-0056-000-3

LEGAL DESCRIPTION:

DIXIELAND S/D-AN UNRECORDED PLAT-SECTION 27-35-40 BLK 5 E 75 FT LOTS 3 AND 4 AND ALL LOTS 5, 6, 7, 8 AND 9 AND BLK 5 LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17 AND 18 AND THOSE 60 FT STRIPS LYG ON N AND W SIDES OF BLK 6 AND BEG AT SE COR OF LOT 11 BLK 5 RUN N TO NE COR OF LOT 8, TH W TO NW COR OF LOT 4, TH S 240 FT TO NLY RD R/W LI OF DICKSON DR, TH W 60 FT, TH N 300 FT TO SE COR OF LOT 9 BLK 3, TH E TO PT 50 FT E OF SE COR OF LOT 15 BLK 6, TH S TO NLY RD R/W LI OF DICKSON DR, TH W 50 FT TO SE COR OF LOT 11 AND POB (7.26 AC – 316,458 SF)

Containing 7.26 acres (more or less)

b) PARCEL TWO:

Parcel ID: 2427-801-0053-000-2 (310 Dickson Dr.)

LEGAL DESCRIPTION:

DIXILAND S/D-AN UNRECORDED PLAT -SECTION 27-35-40 BLK 5 E ½ OF LOTS 1 AND 2 (0.24 AC-10,500 SF)

Containing 0.24 acres (more or less)

Said properties containing approximately 7.50 acres and being generally located at the intersection of S. US Highway 1 and Dickson Drive, Parcel Two being located at or near 310 Dickson Drive, Fort Pierce, FL.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2025, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation of abrogation of the land's current Saint Lucie County Property Appraiser's tax

classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the lands herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned High Density Residential (R-5) and assigned a Future Land Use Designation of High Density Residential (RH), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All Ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. **24-037** was duly advertised accordance with Section 171.044(2) of the Florida Statues by display advertising St. Lucie News Tribune on Sunday, September 1, 2024 and Sunday, September 22, 2024; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 16, 2024; and was duly introduced, read by title only, and passed on second and final reading October 7, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this **XX** day of ____ 2024.

_____

Linda Hudson
Mayor Commissioner

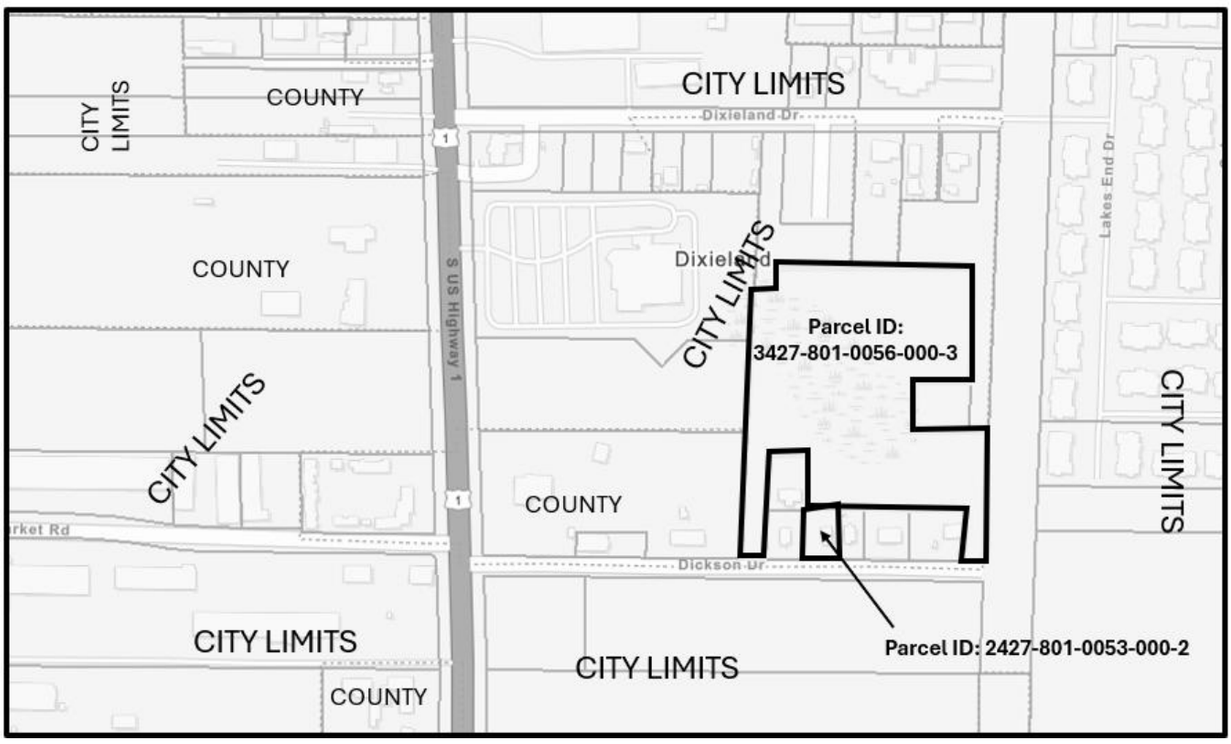
ATTEST:

_____

City Clerk

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension



PARCEL ONE:

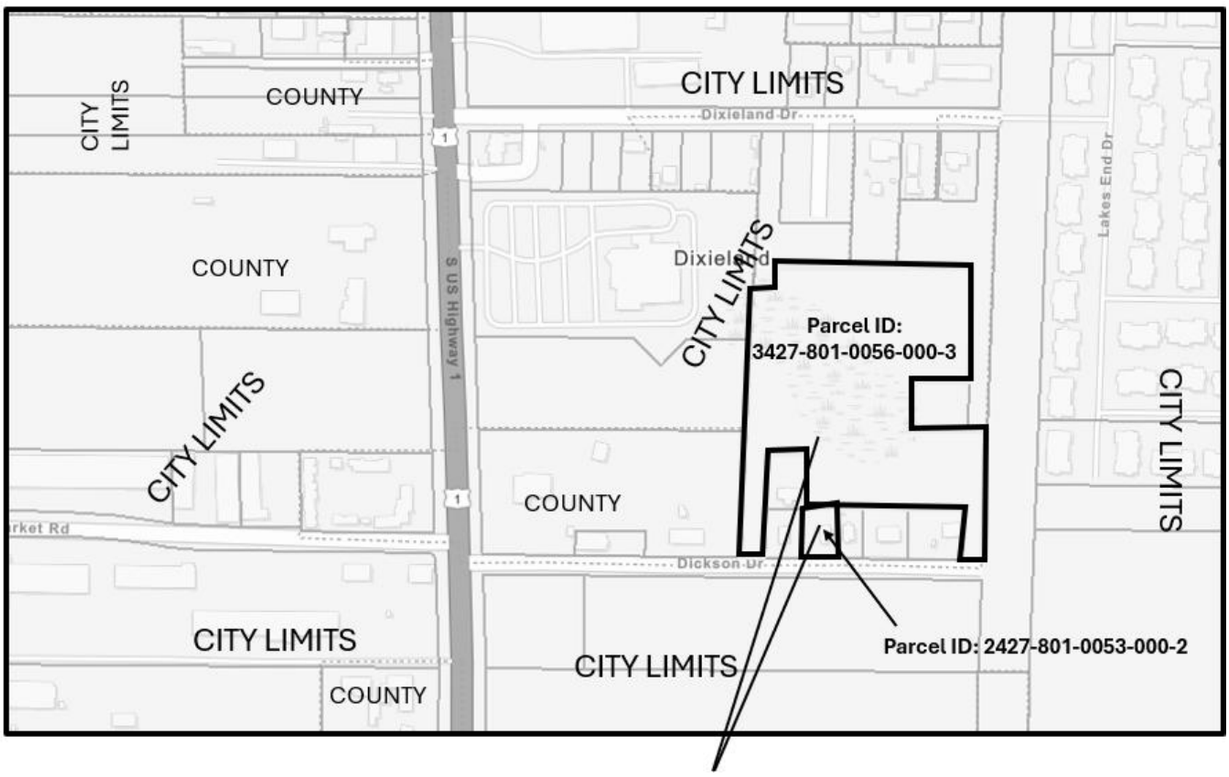
DIXIELAND S/D-AN UNRECORDED PLAT-SECTION 27-35-40 BLK 5 E 75 FT LOTS 3 AND 4 AND ALL LOTS 5, 6, 7, 8 AND 9 AND BLK 5 LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17 AND 18 AND THOSE 60 FT STRIPS LYG ON N AND W SIDES OF BLK 6 AND BEG AT SE COR OF LOT 11 BLK 5 RUN N TO NE COR OF LOT 8, TH W TO NW COR OF LOT 4, TH S 240 FT TO NLY RD R/W LI OF DICKSON DR, TH W 60 FT, TH N 300 FT TO SE COR OF LOT 9 BLK 3, TH E TO PT 50 FT E OF SE COR OF LOT 15 BLK 6, TH S TO NLY RD R/W LI OF DICKSON DR, TH W 50 FT TO SE COR OF LOT 11 AND POB (7.26 AC – 316,458 SF)

PARCEL TWO: (310 Dickson Dr.)

DIXILAND S/D-AN UNRECORDED PLAT -SECTION 27-35-40 BLK 5 E ½ OF LOTS 1 AND 2 (0.24 AC-10,500 SF)

Said properties containing 7.50 acres, more or less

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **HIGH DENSITY RESIDENTIAL (R-5)** AND
LAND USE DESIGNATION OF **HIGH DENSITY RESIDENTIAL (RH)**

CITY OF FORT PIERCE

CITY COMMISSION

September 16th, 2024

Savannah Landing Partners LLC

2427-801-0056-000-3 & 2427-801-0053-000-2 (310 Dickson Dr.)

APPLICANT

James Hackett – H&L Planning and Development

PROPERTY OWNER(S)

Savannah Landing Partners LLC

PARCEL ID #(S):
2427-801-0056-000-3 & 2427-801-0053-000-2 (310 Dickson Dr.)

SUMMARY

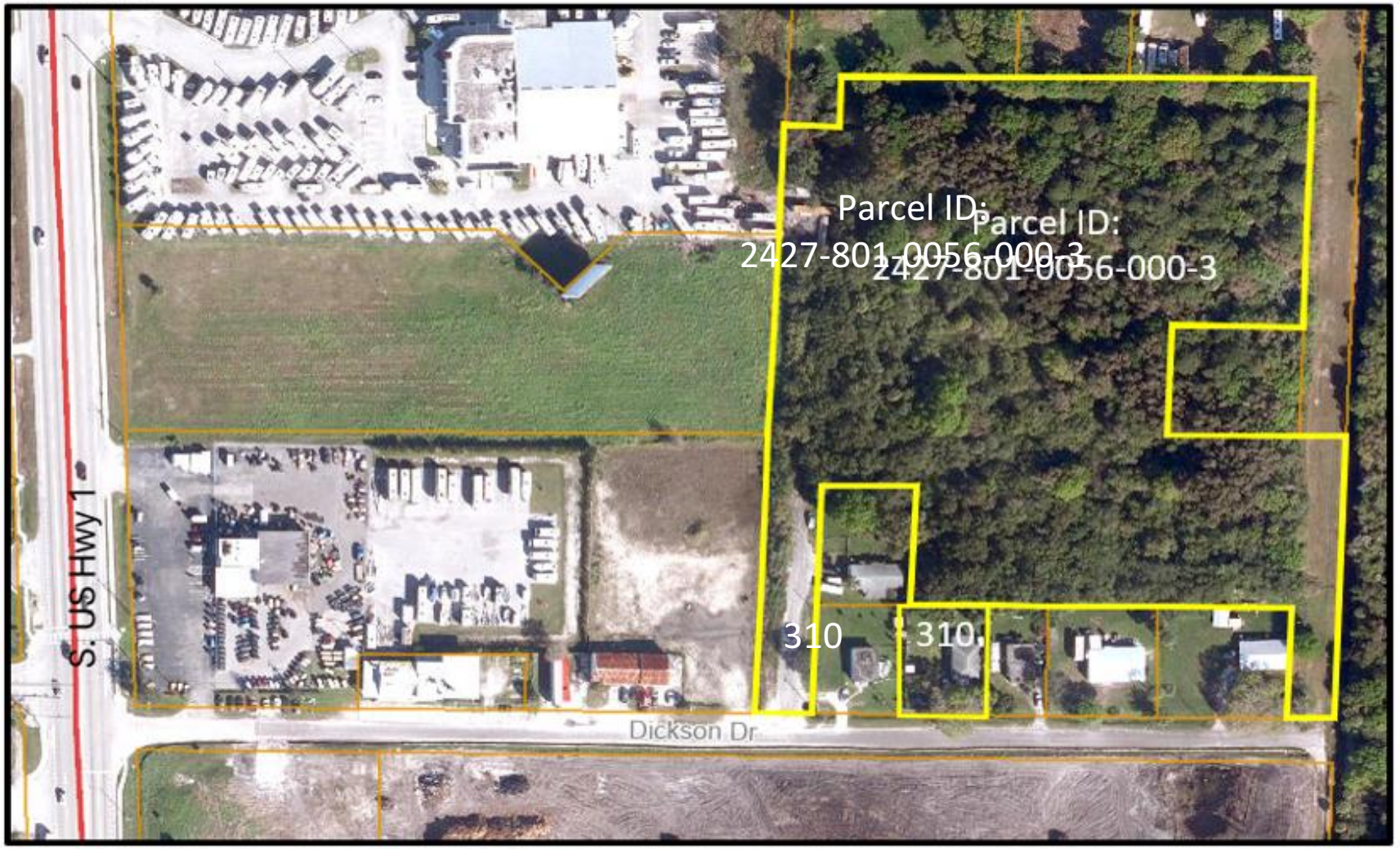
Request to review a Voluntary Application for Annexation for two (2) parcels of land at or near the intersection of S. US Highway 1 and Dickson Drive

BACKGROUND

The applicant is requesting a voluntary annexation of two (2) parcels at or near the intersection of S. US Highway 1 and Dickson Drive in Fort Pierce, Florida. The parcel IDs is 2427-801-0056-000-3 and 2427-801-0053-000-2 (310 Dickson Dr.).

The subject property has St. Lucie County Future Land Use designations of Residential High (RH) and a St. Lucie County Zoning designation of Residential-Multi Family 11 du/ac (RM-11). The proposed City Future Land Use designation is Residential High 12-18 du/ac (RH) with a Zoning classification of High Density Residential (R-5).

SITE LOCATION



SITE AREA= 7.50 +/- Acres
310 Dickson: 0.24 acres
NA: 7.26 acres

Savannah Landing Partners LLC ANNEXATION

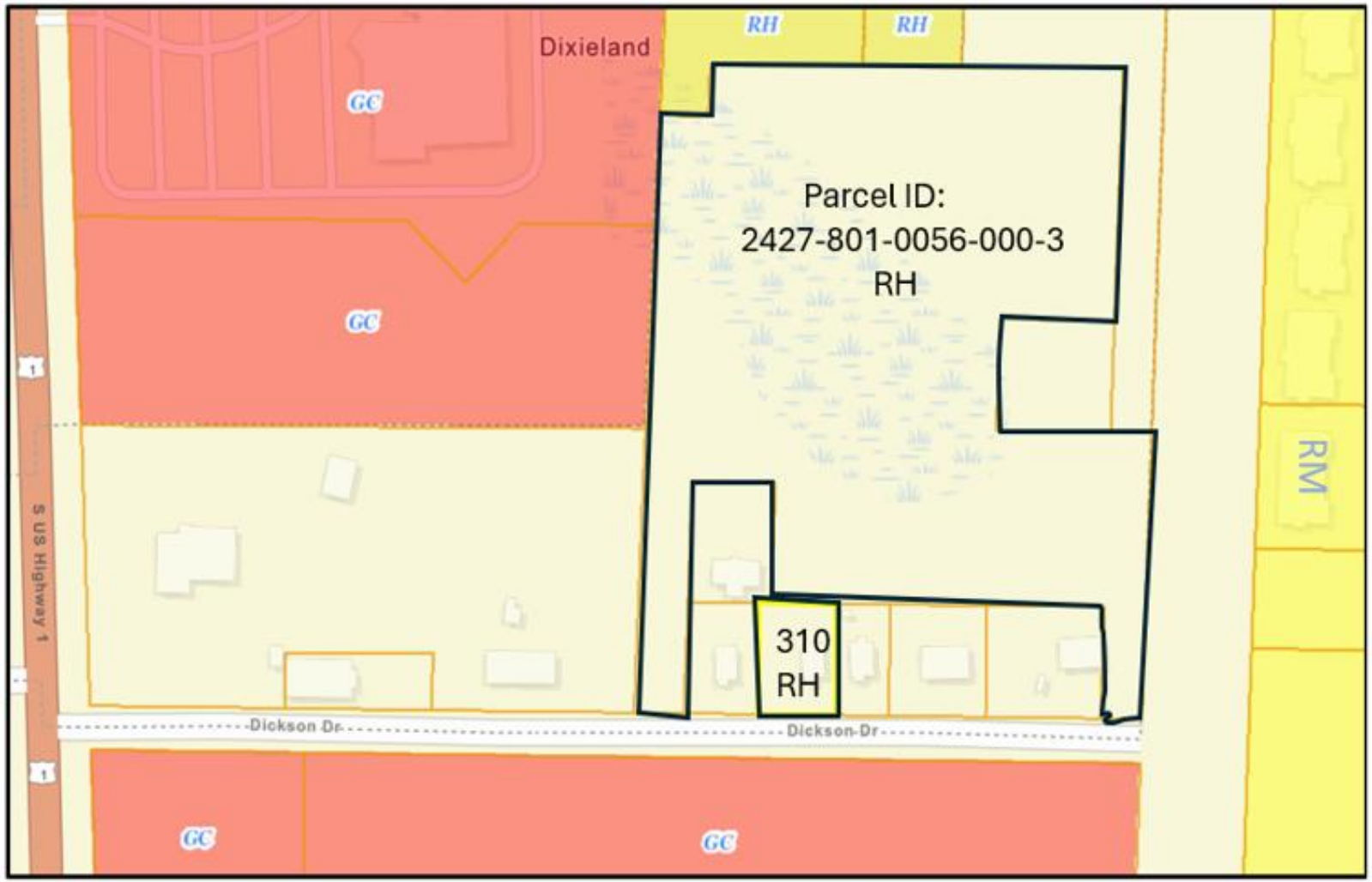
COMPREHENSIVE PLAN

Pursuant to Comprehensive Plan policy 1.11.5 “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. Furthermore, pursuant to Chapter 171.046(1), F.S., whereas the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

The current value of the property is $756,500. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000.

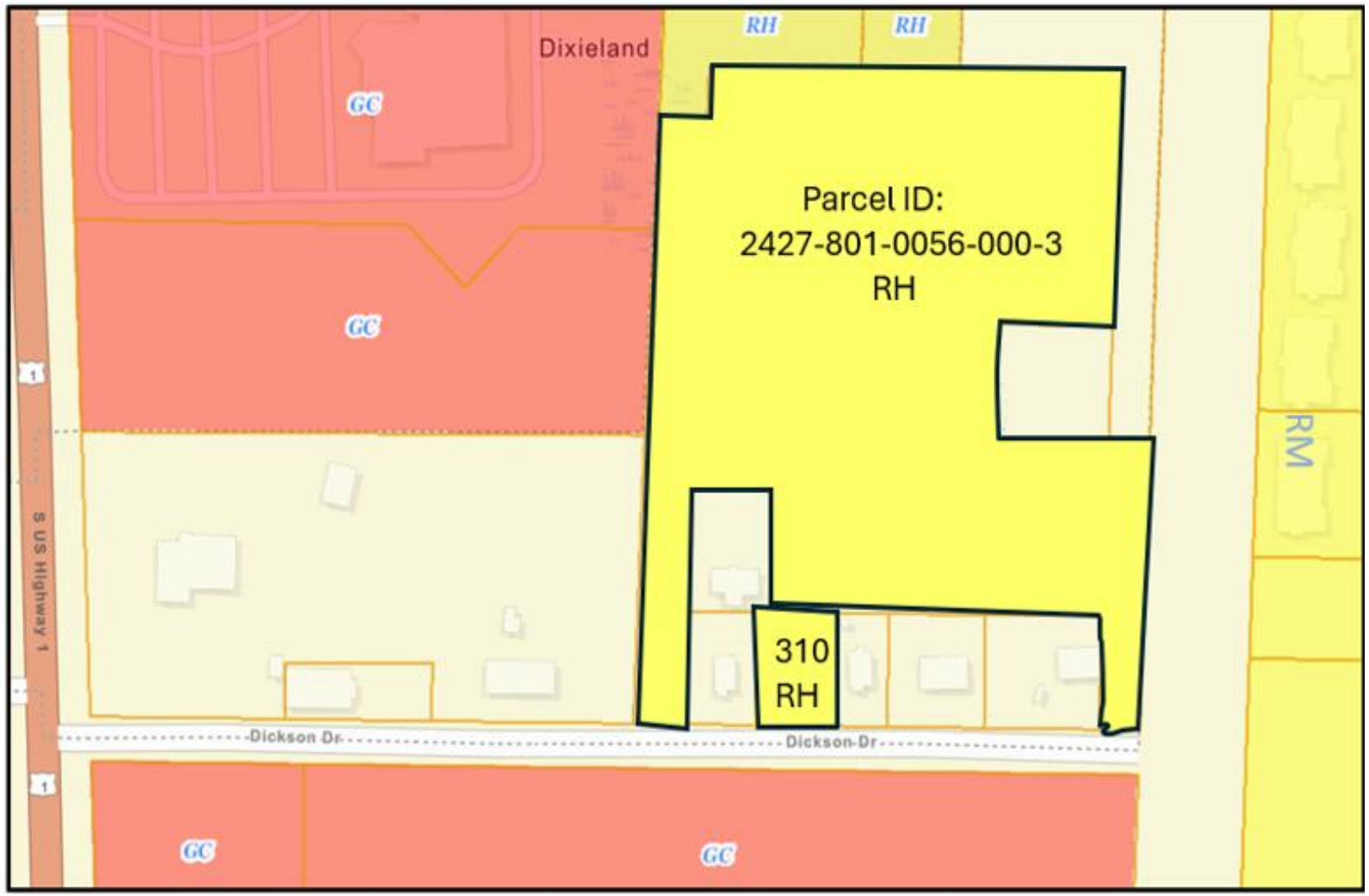
EXISTING FUTURE LAND USE: County

Current FLU: RH
(Residential High– St. Lucie County)



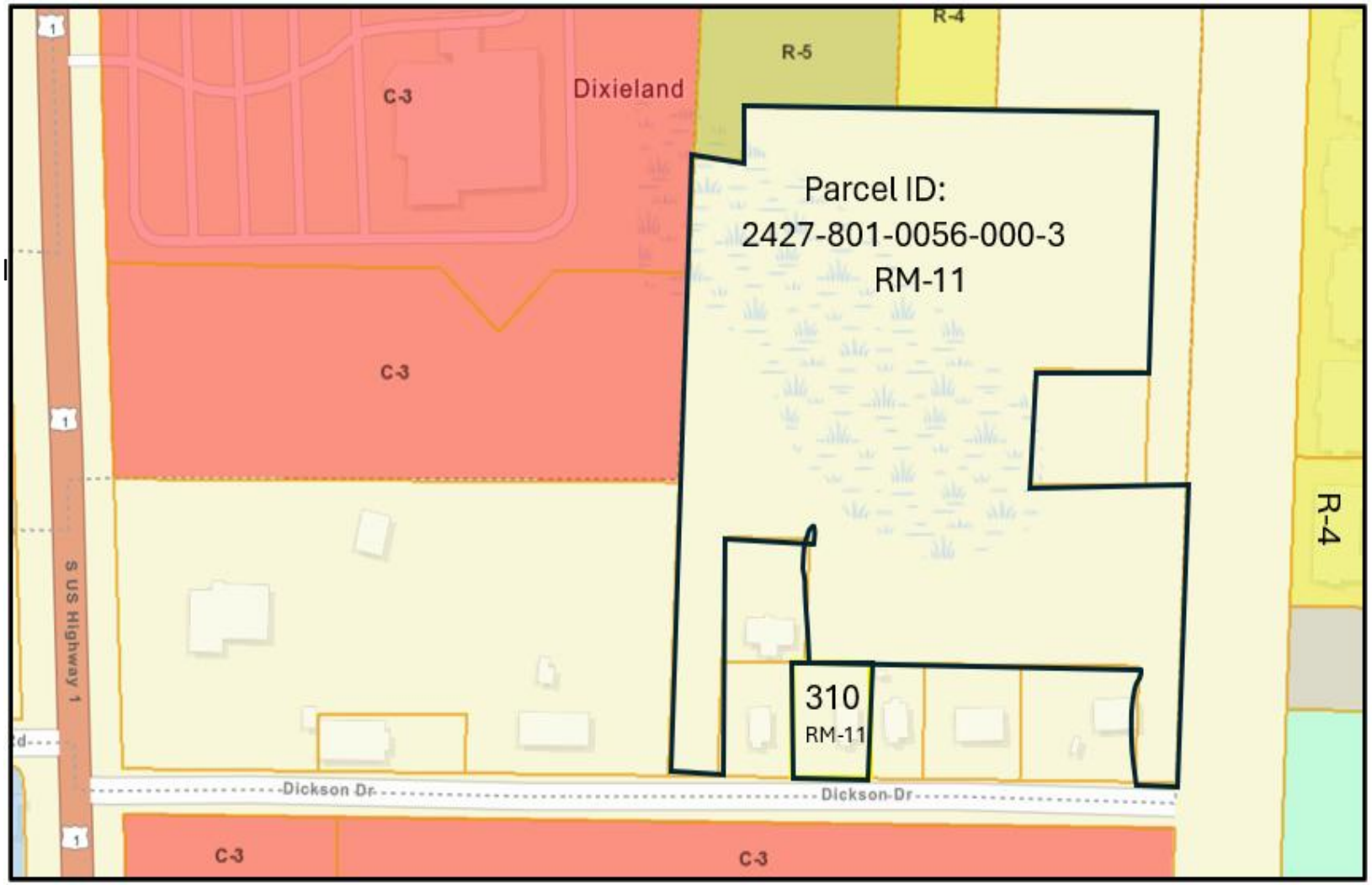
PROPOSED FUTURE LAND USE: City

Proposed FLU: RH
(High Density Residential 12-18 du/ac –City of Fort Pierce)



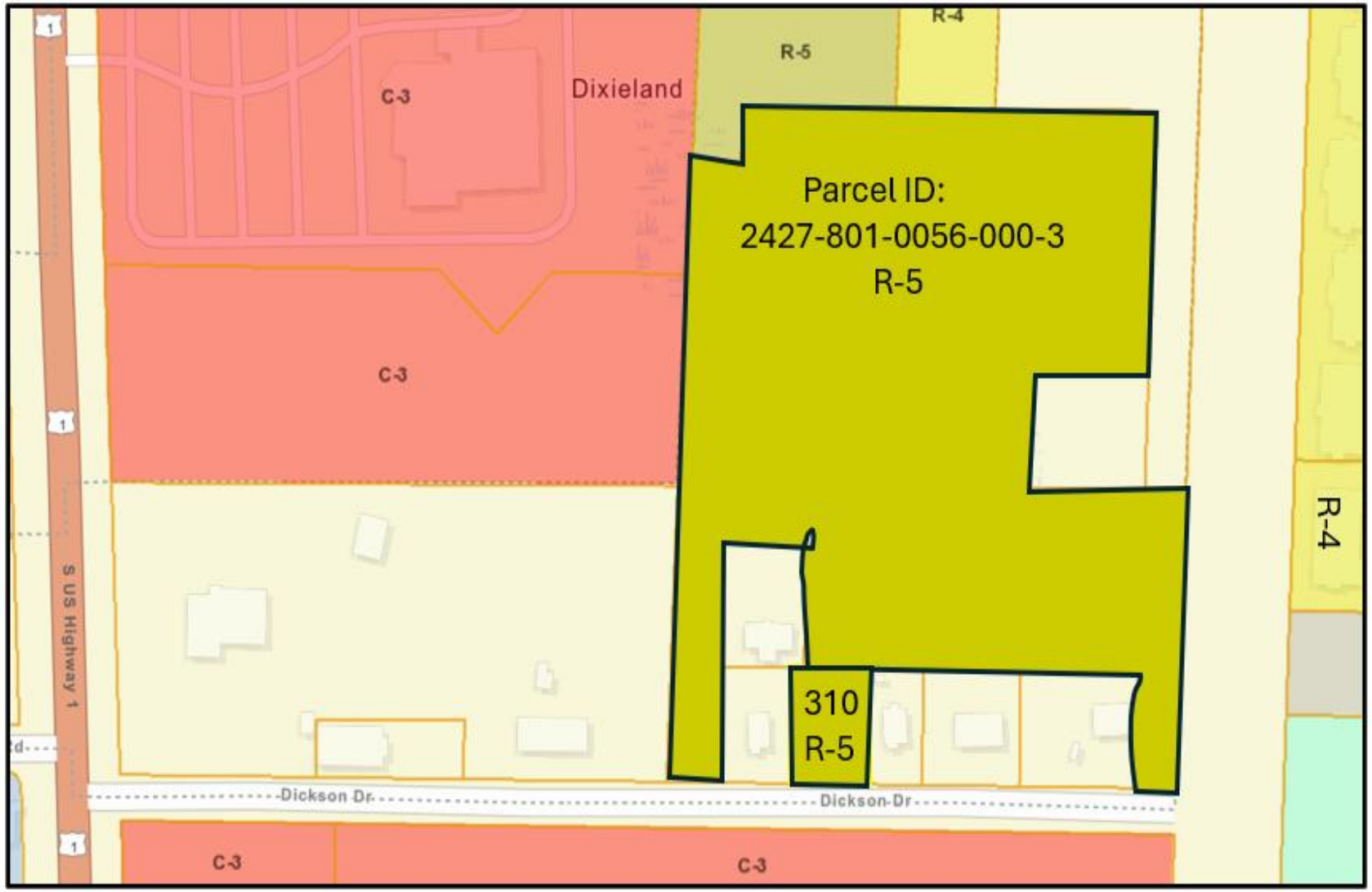
EXISTING ZONING: County

Currently Zoned: RM-11 (Residential Multi-Family 11 du/ac – St. Lucie County)



PROPOSED ZONING: City

Proposed Zoning: R-5
(High Residential Density–
City of Fort Pierce)



RECOMMENDATION

At the August 12th meeting, Planning Board voted unanimously to approve the annexation.

Staff recommendation is for City Commission to **Approve** the submitted application for Annexation.

ALTERNATIVE RECOMMENDATIONS

1. Recommend Approval with conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

September 16th, 2024

Savannah Landing Partners LLC

2427-801-0056-000-3 & 2427-801-0053-000-2 (310 Dickson Dr.)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Linda Cox, Acting City Manager

FROM: Kerry C. Driver, Planner

RE: **Application for Voluntary Annexation for Parcel IDs: 2427-801-0056-000-3 and 2427-801-0053-000-2**

BOARD DATE: September 16, 2024

STAFF REPORT

Property Owners/ Applicants Savannah Landing Partners LLC

Representative James Hackett – H&L Planning and Development

Requested Action: Approval of a Voluntary Application for Annexation

Site Locations: 310 Dickson Drive

Parcel ID: 2427-801-0056-000-3 and 2427-802-0053-000-2 (310 Dickson Dr.)

Parcel Area: **7.50** acres

Current Future Land Use: High Density Residential (RH)

Current Zoning: Residential, Multiple-Family 11 (RM-11)

Proposed Future Land Use: High Density Residential (RH)

Proposed Zoning: High Density Residential (R-5)

Utilities: FPUA

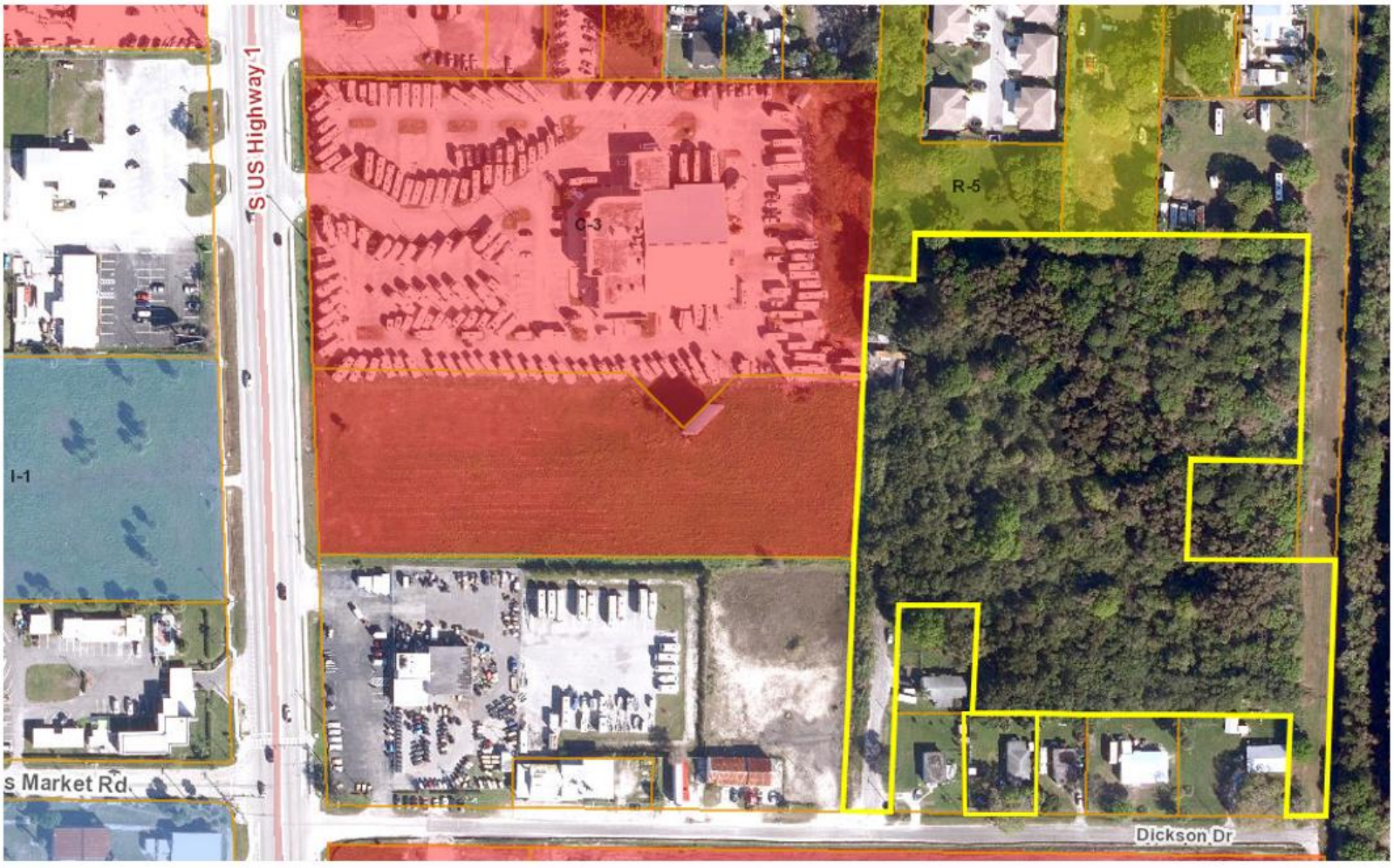
	North	East	South **County**	West
Surrounding FLU:	Residential High (RH)	Residential High (RH)	General Commercial (GC)	General Commercial (GC)
Surrounding Zoning:	Residential High (R-5)	Residential High (R-5)	General Commercial (C-3)	General Commercial (C-3)

Staff Analysis:

Request

This is a voluntary annexation on parcel IDs 2427-801-0056-000-3 and 2427-801-0053-000-2

INSERT LOCATION MAP



The subject properties have a St. Lucie County Future Land Use Designation High Density Residential (RH) 12-18 du/ac and a zoning classification of Residential-Multiple Family (RM-11). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed City Future Land Use designation for the parcel will be changed to Residential High (RH) 12-18 du/ac and the Zoning classification of High Density Residential (R-5).

Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission." Staff has confirmed that the property is located within unincorporated St. Lucie County and are contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. Furthermore, pursuant to Chapter 171.046(1), F.S., whereas the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

The current taxable value of the property is $756,500. Should the Application for Annexation be approved, they could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000. Currently one of the properties lots is vacant and the other has a dwelling structure.

Comprehensive Plan
Staff has reviewed the Comprehensive Plan and finds the proposed annexation are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The properties are within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery."

The subject property is in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. The parcel abuts properties that are within the City limits. The properties are owned by the same owner and propose to combine all two lots. The annexation of the properties would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. Staff is requesting that the City of Fort Pierce Future Land Use and Zoning be modified to High Density Residential (RH) and High Density Residential (R-5), respectively, and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Classifications of RH and R-5, respectively, would be consistent with Policy 1.11.5 and the City's Comprehensive Plan. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of the annexation by mail to the St. Lucie County Administrator's and Attorney's office on August 15, 2024, no fewer than thirty (30) days prior to the first reading of these annexations by the City Commission. Notice by newspaper was submitted for Sunday's September 1st and 22nd, 2024 publication.

Technical Review Committee

All affected Departments have reviewed the submittals and have no objections regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan.

Planning Board

The City of Fort Pierce Planning Board, at their August 12, 2024, meeting, voted 6 to 6 to recommend Approval of the annexation.

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation of RH and the Zoning classification of R-5.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application packets shall include **Warranty Deed** and **Current Survey** (completed within the last 12 months)

- E-mail the complete application packet to planning@cityoffortpierce.com for sufficiency review.
- After sufficiency review one (1) original and two (2) copies of the application and support documents are needed. E-mail planning@cityoffortpierce.com or call 772-467-3737 to schedule an appointment.

1. Address: _____

2. Legal description of real property for which annexation is being requested:

_____

_____

Property Tax ID: _____

3. Size of described property: _____

4. Project description: _____

_____

5. Current St. Lucie County Future Land Use Designation: _____

6. Current St. Lucie County Zoning: _____

7. Is this a Historic property? _____

8. Appraised value: _____

9. Name of Owner(s): _____

Signature of Owner(s): _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone _____
E-mail: _____

10. Name of Representative: _____

Signature of representative: _____
Mailing Address: _____
City) _____ State _____ Zip _____
Phone _____
E-mail: _____

Legal Description

Lots 7, 8, and 9, Block 5, DIXIELAND SUBDIVISION, an unrecorded Plat thereof recorded in Deed Book 152, Page 403, of the Public Records of St. Lucie County, Florida. Located in the Southeast 1/4 of Section 27, Township 35 South, Range 40 East, St. Lucie County, Florida.

AND

A parcel of land lying in the Southeast Quarter of Section 27, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

Lots 5 and 6, and the East 75 feet of Lots 3 and 4, Block 5 of DIXIELAND SUBDIVISION, according to the Plat thereof as recorded in Deed Book 152, Page 403, of the Public Records of St. Lucie County, Florida.

AND

Lots 10 and 11, Block 6, DIXIELAND SUBDIVISION, an unrecorded plat in the SE 1/4 of Section 27, Township 35 South, Range 40 East, as shown in document recorded in Official Records Book 152, page 403, Public Records of St. Lucie County, Florida.

AND

SIX PARCELS OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS (ALL REFERENCES TO LOTS AND BLOCKS ARE TO LOTS AND BLOCKS IN DIXIELAND SUBDIVISION AS PER PLAT THEREOF RECORDED IN DEED BOOK 152, PAGE 403, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA):

PARCEL 1: LOTS 1 THROUGH 9, AND LOTS 12, 13, 16, 17 AND 18, BLOCK 6.

PARCEL 2: BEGINNING AT THE SOUTHEAST CORNER OF LOT 15, BLOCK 7, RUN SOUTH 60 FEET TO THE NORTHEAST CORNER OF LOT 10, BLOCK 6; THENCE RUN WEST TO THE NORTHWEST CORNER OF LOT 6, BLOCK 6; THENCE RUN NORTH 60 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 7; THENCE RUN EAST TO THE POINT OF BEGINNING.

PARCEL 3: BEGINNING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 6, RUN WEST 60 FEET; THENCE RUN SOUTH TO THE SOUTHEAST CORNER OF LOT 9, BLOCK 3; THENCE RUN EAST 60 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 6; THENCE RUN NORTH ALONG THE WESTERN BOUNDARIES OF LOTS 1, 2, 3, 4, 5 AND 6, OF BLOCK 6, TO THE POINT OF BEGINNING.

PARCEL 4: BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, BLOCK 3; THENCE RUN SOUTH TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 4; THENCE RUN EAST 60 FEET ALONG THE NORTHERN RIGHT-OF-WAY LINE OF DICKSON DRIVE TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5; THENCE RUN NORTH TO NORTHWEST CORNER OF LOT 4, BLOCK 5; THENCE RUN EAST ALONG THE NORTHERN BOUNDARY OF LOT 4, BLOCK 5, TO A POINT 75 FEET WEST OF THE NORTHWEST CORNER OF LOT 5, BLOCK 5; THENCE NORTH, IN A LINE PERPENDICULAR TO THE NORTHERN BOUNDARY OF LOT 4, BLOCK 5, TO THE SOUTHERN BOUNDARY OF LOT 1, BLOCK 6, THEN WEST TO THE POINT OF BEGINNING.

PARCEL 6: BEGINNING AT THE SOUTHEAST CORNER OF LOT 11, BLOCK 5, THENCE NORTH TO THE NORTHEAST CORNER OF LOT 8, BLOCK 5; THENCE WEST TO A POINT LYING ON THE NORTHERN BOUNDARY OF LOT 4, BLOCK 5 LOCATED 75 FEET WEST OF THE NORTHWEST CORNER OF LOT 5, BLOCK 5; THENCE NORTH 60 FEET IN A LINE PERPENDICULAR TO THE NORTHERN BOUNDARY OF LOT 4, BLOCK 5 TO A POINT ON THE SOUTHERN BOUNDARY OF LOT 1, BLOCK 6; THENCE EAST ALONG THE SOUTHERN BOUNDARIES OF LOT 1, 18, 17, 16 AND 15 OF BLOCK 6 TO A POINT 50 FEET EAST OF THE SOUTHEAST BOUNDARY OF LOT 15, BLOCK 6; THENCE SOUTH TO A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY LINE OF DICKSON DRIVE 50 FEET EAST OF THE SOUTHEAST CORNER OF LOT 11, BLOCK 5; THENCE WEST TO THE POINT OF BEGINNING.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5014745 OR BOOK 4797 PAGE 815, Recorded 03/25/2022 10:16:31 AM Doc Tax: $980.00

This instrument prepared by and should be returned to:

Moises T. Grayson Esq.
Blaxberg, Grayson, Kukoff & Forteza, P.A.
25 S.E. Second Avenue, Suite 730
Miami, Florida 33131

(Reserved for Clerk of Court)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 17th day of March 2022, between **Space Coast Credit Union, a State Chartered Credit Union** (the "Grantor" or "first party"), whose address is 8045 North Wickham Road, Melbourne, FL 32940 and **Savannah Landings Partners LLC, a Florida limited liability company** ("Grantee" or "second party"), whose address is 4512 N Flagler Dr 206, West Palm Beach, Florida 33407.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and NO/100 dollars ($10.00) and other good and valuable considerations in hand paid to GRANTOR by GRANTEE, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE, the real property hereinafter described, and rights and interest in said real properties located in St Lucie County, Florida, to-wit:

SEE EXHIBIT "A"

with tax folio number: All Proposed Insured Land will be under Tax Folio Number 2427-801-0056-000/3 **(the "Property")**

This conveyance is subject to the following:

1. Real estate taxes for the year 2022, and subsequent years.

2. Conditions, covenants, restrictions, reservations, limitations and easements of record.

3. Zoning, restrictions, prohibitions, and other requirements imposed by governmental authority.

AND GRANTOR hereby covenants with GRANTEE that GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to sell and convey said land; and that GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under GRANTOR, but against none other.

IN WITNESS WHEREOF, the GRANTOR has caused this Special Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Catherine L Wendt
Print Name: Catherine L. Wendt

Print Name: Paula DeLaRate

GRANTOR:
Space Coast Credit Union, a State Chartered Credit Union

By: Gary Prager
Title: SVP Lending

Corporate Resolution Authorizing Conveyance recorded in Official Records Book 9444 at Page 1061, Public Records of Brevard County, Florida.

STATE OF FLORIDA)
:
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this 17th day of March 2022, before me, **by means of ☑ physical presence or ☐ online notarization**, personally appeared Gary Prager, as SVP of Lending for Space Coast Credit Union a State Chartered Credit Union, who (✓) is personally known to me or (__) who has produced _____ as identification, and who swore and acknowledged before me that she executed the same.

Catherine L Wendt
NOTARY PUBLIC, State of Florida
Print Name: Catherine L Wendt
My Commission Expires:

CATHERINE L WENDT
Notary Public - State of Florida
Commission # GG 267114
My Comm. Expires Oct 19, 2022
Bonded through National Notary Assn.

Exhibit "A"

Lots 7, 8, and 9, Block 5, DIXIELAND SUBDIVISION, an unrecorded Plat thereof recorded in Deed Book 152, Page 403, of the Public Records of St. Lucie County, Florida. Located in the Southeast 1/4 of Section 27, Township 35 South, Range 40 East, St. Lucie County, Florida.

AND

A parcel of land lying in the Southeast Quarter of Section 27, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

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AND

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MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5035669 OR BOOK 4820 PAGE 1921, Recorded 05/06/2022 01:56:19 PM Doc Tax: $1050.00

This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

Kelli Ann, an employee of
Liberty Title Company of America, Inc.
1800 SE Port St. Lucie Boulevard
Port St. Lucie, Florida 34952

File Number: SL-22-0182

General Warranty Deed

This deed made this April 29, 2022 A.D. By **Get it Done House Buyers Inc., a California corporation,** whose post office address is 8697 La Mesa Blvd., Suite C-24, La Mesa, California 91942, hereinafter called the Grantor, to **Savannah Landing Partners, LLC., a Florida limited liability company,** whose post office address is 4512 N. Flagler Drive #206, West Palm Beach, Florida 33407, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Lucie County, Florida, viz:

The East Half of Lots 1 and 2, Block 5 of DIXIELAND SUBDIVISION, an unrecorded Plat as recorded in Deed Book 152, Page 403 of the Public Records of St. Lucie County, Florida.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel ID Number: **2427-801-0053-000-2**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2021.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Print Name M Bryan Toback

Get it Done House Buyers Inc., a California Corporation

Todd Toback, Chief Executive Officer

Witness
Print Name Crystal Brown

STATE OF California
COUNTY OF San Diego

The foregoing instrument was acknowledged before me this 28 day of April, 2022, by Todd Toback, by means of physical presence, who is/are either personally known to me or who has/have produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did not take an oath.

CRYSTAL BROWN
Notary Public - California
San Diego County
Commission # 2245633
My Comm. Expires Jun 10, 2022

Notary Public

My Commission Expires: June 10, 2022

BOUNDARY SURVEY

PREPARED FOR

CAPITAL INVESTMENTS REAL ESTATE CORP

SHOWING A PORTION OF

"AN UNRECORDED PLAT" OF DIXIELAND SUBDIVISION
DEED BOOK 152, PAGE 403

SITUATED IN

LYING IN SECTION 27
TOWNSHIP 35 SOUTH, RANGE 40 EAST
ST. LUCIE COUNTY, FLORIDA

LEGAL DESCRIPTION:

Lots 7, 8, and 9, Block 5, DIXIELAND SUBDIVISION, an unrecorded Plat thereof recorded in Deed Book 152, Page 403, of the Public Records of St. Lucie County, Florida. Located in the Southeast 1/4 of Section 27, Township 35 South, Range 40 East, St. Lucie County, Florida.

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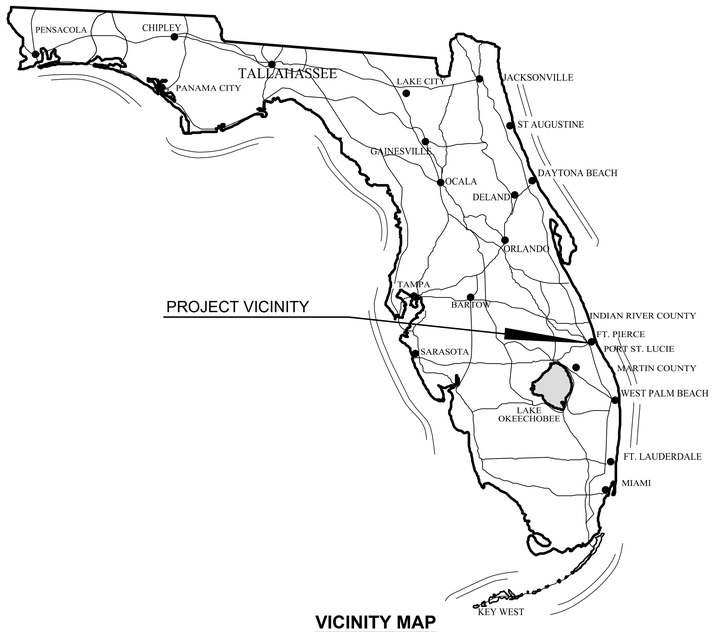
TOGETHER WITH,

THE EAST HALF OF LOTS 1 AND 2, BLOCK 5, DIXIELAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK 152, PAGE 403, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

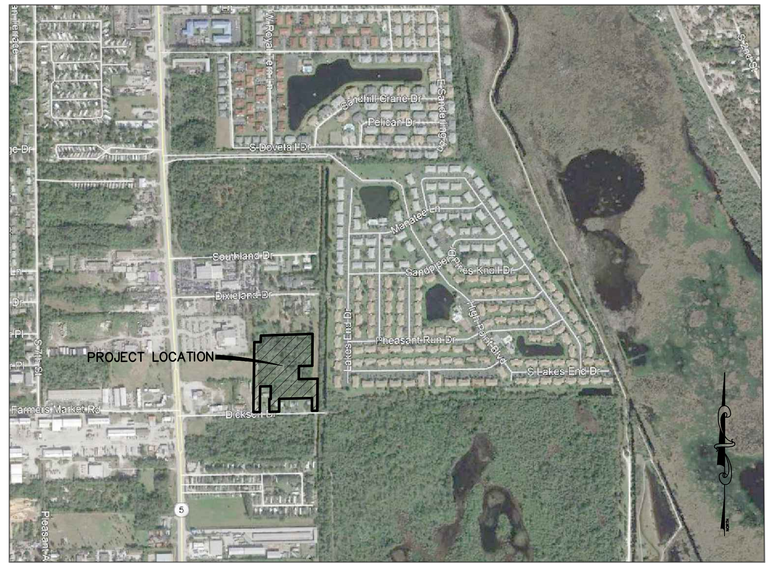
SAID LANDS CONTAINING 7.57± ACRES, MORE OR LESS

SURVEYORS NOTES

1. THE LAST DATE OF DATA ACQUISITION WAS 4-5-24.
2. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011). THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH RIGHT OF WAY LINE OF DICKSON DRIVE, AS SHOWN, HAVING A BEARING OF SOUTH 89°47'46" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
6. THE FEATURES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLAN COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011 ADJUSTMENT), AS ESTABLISHED USING FLORIDA DEPARTMENT OF TRANSPORTATION FPRN.
7. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
8. OVERALL PARCEL CONTAINS 7.57± ACRES, MORE OR LESS.
9. FONDATIONS AND UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
10. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
11. THIS SURVEY HAS THE BENEFIT OF A TITLE COMMITMENT BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER 10300404, DATED 02/15/2022 @ 11:00 PM.
12. THE DESCRIPTION OF OF THE LAND CONTAINED IN THIS BOUNDARY SURVEY IS PER TITLE COMMITMENT REFERENCED ABOVE.
13. THIS SURVEY DELINEATES THE BOUNDARY LOCATION ACCORDING TO THE LEGAL DESCRIPTION, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
14. THE FEATURES SHOWN HEREON WERE ACQUIRED USING RTK GPS AND TRIGONOMETRIC METHODS AND WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS FOR AN EXPECTED HORIZONTAL ACCURACY OF 0.10'.
15. NO JURISDICTIONAL OR WETLANDS WERE DETERMINED OR LOCATED AS PART OF THIS SURVEY.
16. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN AREAS HAVING FLOOD ZONE DESIGNATIONS OF "X" AS SHOWN ON FLOOD RATE MAP NUMBER 12111C0189 K, MAP REVISED 2/19/2020, ST. LUCIE COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
17. SUBMITTAL TO A JURISDICTIONAL AGENCY MAY REQUIRE ADDITIONAL FIELD AND/OR OFFICE WORK.
18. THERE ARE NO GAPS, GORES OR HIATUSES.



VICINITY MAP
NOT TO SCALE



LOCATION MAP
(NOT TO SCALE)

CERTIFICATION:

CERTIFIED TO:
CAPITAL INVESTMENTS REAL ESTATE CORP
CHICAGO TITLE INSURANCE COMPANY
LIBERTY TITLE COMPANY OF AMERICA, INC.
BLAXBERG, GRAYSON, KUKOFF & FORTEZA, P.A.
SAVANNA LANDINGS PARTNERS, LLC

DATE OF PLAT OR MAP: 4/25/2024

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

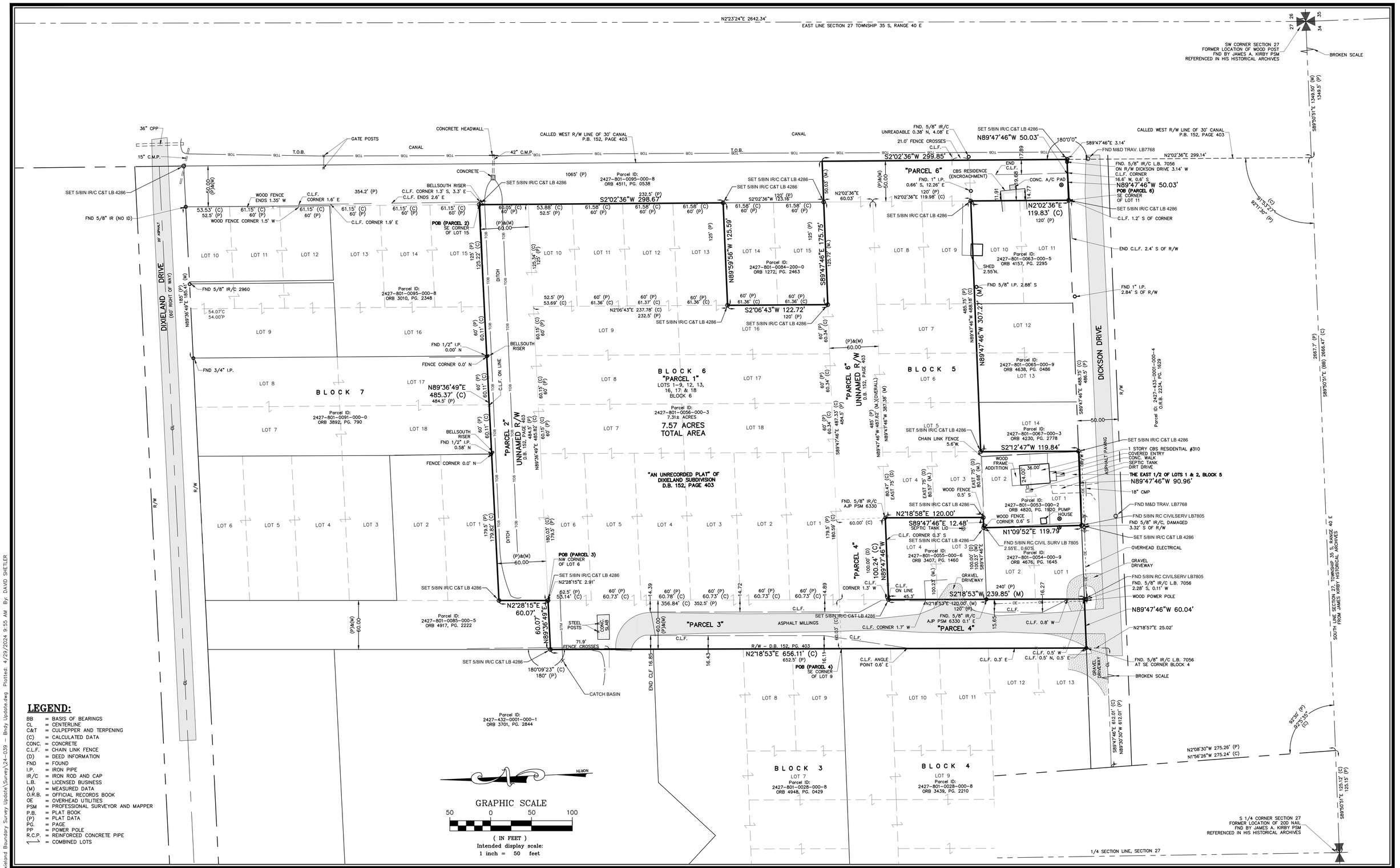
SIGNATURE DATE

PREPARED BY

CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 | FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

P:\Proj-2023\24-039 Dixieland Boundary Survey Update\Survey\24-039 - Bndy Update.dwg, 4/29/2024 9:51:10 AM, AutoCAD PDF (General Documentation).pc3



LEGEND:

BB	= BASIS OF BEARINGS
CL	= CENTERLINE
C&T	= CULPEPPER AND TERPENING
(C)	= CALCULATED DATA
CONC.	= CONCRETE
C.L.F.	= CHAIN LINK FENCE
(D)	= DEED INFORMATION
FND	= FOUND
I.P.	= IRON PIPE
IR/C	= IRON ROD AND CAP
L.B.	= LICENSED BUSINESS
(M)	= MEASURED DATA
O.R.B.	= OFFICIAL RECORDS BOOK
OE	= OVERHEAD UTILITIES
PSM	= PROFESSIONAL SURVEYOR AND MAPPER
P.B.	= PLAT BOOK
(P)	= PLAT DATA
PG.	= PAGE
PP	= POWER POLE
R.C.P.	= REINFORCED CONCRETE PIPE
⥂	= COMBINED LOTS

GRAPHIC SCALE

50 0 50 100

(IN FEET)

Intended display scale:
1 inch = 50 feet

P:\Proj-2024\24-039 Dixieland Boundary Survey Update\Survey\24-039 - Bndy Update.dwg Plotted: 4/29/2024 9:55 AM By: DAVID SHELER

P:\Proj-2024\24-039 Dixieland Boundary Survey Update\Survey\24-039 - Bndy Update.dwg, 4/29/2024 9:53:13 AM, AutoCAD PDF (General Documentation).pc3

GRAPHICS

COMPUTER FILE REF.	FIELD BK./PG.
24-039 UPDATED	
Boundary Survey.dwg	

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– REVISIONS –	BY	DATE
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	BY	DATE
FIELD	SG	4-5-24
CALCS.		
DRAWN	LEH	4-16-24
DETAILED		
CHECKED	JDJ	
APPROVED	TPK	

BOUNDARY SURVEY

PREPARED FOR

CAPITAL INVESTMENTS REAL ESTATE CORP

DATE: 4-16-24
HORIZ. SCALE: 1" = 50'
VERT. SCALE: N/A
JOB No. 24-039
SHEET 2 of 2

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

James Hackett
H&L Planning and Development
354 Cypress Driver #6
Tequesta, FL 33469

Project #: 24-02000004: Annexation – Voluntary Application for Annexations
Parcel IDs: **2427-801-0056-000-3 & 2427-801-0053-000-2 (310 Dickson Dr.)**
Technical Review Committee Comments for June 20, 2024 TRC Meeting

City of Fort Pierce Planning Department

- Where would the entrance be for the annexed lot?
- Will this lots be combined
- A lot combination must be completed prior to submission of a site/development plan.

Advisory Questions

(1) Any consideration regarding the parcels that are to the east and west of parcel 2427-801-0056-000-3? The parcels maybe land locked.

Fort Pierce Engineering Department

Recommend Approval of Annexation.

Fort Pierce Building Department

1. Building Official or his representative has no comment at the time of this meeting but reserves the submission of comments upon completion of the official plan review.
2. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.

Fort Pierce Police Department

No comments at this time. However, we reserve the right to provide comment in the future, based upon future submissions of intended developments to this currently vacant and undeveloped property. The intended, future development of this property may cause impact to police operations as it relates to calls for service. However, the type and frequency of police calls for service cannot be projected at this time.

St. Lucie County Planning Department

No comments at this time.

St. Lucie County PW/Engineering

Advisory: With this annexation, the road frontage of Dickson Drive will be over 50% City zoned. The City should consider taking over ownership and maintenance responsibilities of Dickson Drive

City Clerk Office

No comments at this time.

Code Enforcement

No comments at this time.

Fort Pierce Utilities Authority

- W/WW Engineering: **Approved**
- Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.
- Gas: Approved
- FPUAnet Fiber**:** FPUAnet Approves.

St. Lucie County Fire District

No comments at this time.

Florida Department of Transportation

No comments at this time.

St. Lucie County School Board

No comments at this time.

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

August 15, 2024

George Landry, County Administrator
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Landry,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexation of properties located at or near the intersection of S. US Highway 1 and Dickson Driver and 310 Dickson Drive in Fort Pierce, Florida, Parcel IDs: 2427-801-0056-000-3 and 2427-801-0053-000-2. The first reading of the prospective annexation is scheduled for the City Commission meeting on Monday, September 16, 2024.

Please find enclosed copies of the application and Technical Review Committee memo for this voluntary request by the property owner. Feel free to contact Kevin Freeman, Planning Director, at 772-467-3730, or Kerry C. Driver, Planner at 772-467-3739 with any questions you may have.

Respectfully,

Kerry C. Driver
Planner

cc: Daniel S. Mcintyre, County Attorney
Nick Mimms, P.E., City Manager
Linda Cox, MBA, City Clerk
Sara Hedges, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Boundary Survey

August 15, 2024

Daniel S. Mcintyre, County Attorney
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Mcintyre,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexation of properties located at or near the intersection of S. US Highway 1 and Dickson Drive and 310 Dickson Drive in Fort Pierce, Florida, Parcel IDs: 2427-801-0056-000-3 and 2427-801-0053-000-2. The first reading of the prospective annexation is scheduled for the City Commission meeting on Monday, September 16, 2024.

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Respectfully,

Kerry C. Driver
Planner

cc: George Landry, County Administrator
Nick Mimms, P.E., City Manager
Linda Cox, MBA, City Clerk
Tanya Earley, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Boundary Survey

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, AUGUST 12, 2024, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present:	Justine Carter; Nichelle Clemons; John Heaning; Alexander Edwards; Gloria Baxevanis; Anton Kreisl, Chairman
Absent:	Uline Daniel
Staff Present:	Kev Freeman, Planning Director Vennis Gilmore, Assistant Planning Director Kerry Driver, Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Ms. Daniel was excused.

5. APPROVAL OF MINUTES

a. Planning Board Minutes June 10, 2024

Motion was made by John Heaning, and seconded by Nichelle Clemons to approve the minutes from the June 10, 2024 meeting.

AYE: John Heaning, Alexander Edwards, Gloria Baxevanis, Justine Carter, Nichelle Clemons, Chairman Anton Kreisl

Passed

6. NEW BUSINESS

a. Zoning Text Amendment - Chapter 125 - Zoning, Article V - Conditional Uses, Section 125-243 - Innovative Residential Developments

Mr. Freeman gave an overview of the application and answered questions from the Board. He explained that the Innovative Residential Developments are for small mixed use or residential lots, not needing a major planned development. Mr. Freeman said the city's Comprehensive Plan supports innovative and affordable residential and mixed-use development. He noted the city will need to develop administrative procedures that modify development requirements and streamline development approval procedures. Mr. Freeman stated the City would allow the development of accessory dwelling units in all low and medium density zoning districts. Mr. Freeman highlighted the Innovative Community Development code supports the elements of the accepted Affordable Housing Advisory Committee (AHAC) incentive strategies. Mr. Freeman provided a summary of the code amendments, and he explained the purpose of the subjective review to enhance the community.

Chairman Kreisl asked if this process would function like a Planned Development. Mr. Freeman said yes, the text amendment will give more flexibility to what can be built. He also answered questions from the Board about parking, green space and if the neighbors would be notified.

Mr. Freeman concluded by saying the applicants will need to show how they are contributing to the community. He said nothing is guaranteed and there are no entitlements. Mr. Freeman compared the innovative development to an action plan for the community.

Ms. Carter said it is nice to see the bigger picture of things and Chairman Kreisl said the text amendment is an ambitious and creative idea.

Chad Ingram, a resident, stated he supports the idea, and the Innovative Residential Development plan will have an economic impact on infill lots. He said there will be people living in various sized structures and it will allow a flow of houses along the street. He noted it is for people who are livened by the community and still want to have their own space but still be connected.

Henry Harbinson, a resident, said the idea is good for housing and developers and will blend in well with the neighborhood.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval to the City Commission for the proposed amendments.

AYE: Alexander Edwards, Gloria Baxevanis, Justine Carter, Nichelle Clemons, John Heaning, Chairman Anton Kreisl

Passed

b. **Annexation - Savannah Landing Partners**
2427-801-0056-000-3 and 2427-801-0053-000-2

Ms. Driver gave an overview of the annexation and answered questions from the Board. She said the Annexation is for two (2) parcels of land at or near the intersection of S. US Highway 1 and Dickson Drive. Ms. Driver stated the subject properties have a St. Lucie County Future Land Use designation of Residential High (RH) and a St. Lucie County zoning designation of Residential Multi Family. She said the proposed City Future Land Use designation is Residential High (RH) with a zoning classification of High Density Residential (R-5). The total site area is around 7.26 acres and the current value is $756,500.

Mr. Heaning asked who owns Dickson Drive. He said the road is in need of repair. Mr. Freeman said the road will need to meet county standards and a larger conversation with the city is needed for the city to consider taking over the road.

James Hackett, applicant, stated he understands the roadway approval process with St. Lucie County and the issues will be addressed at the site plan stage. He said the overall vision is for multifamily affordable housing, and he said at this time he does not know what is going to happen at 310 Dickson Drive.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission.

AYE: Gloria Baxevanis, Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Chairman Anton Kreisl

Passed

c. **Annexation - 1835 and 1839 Sandridge Road**

Ms. Driver gave an overview of the application and answered questions from the Board. She stated the properties have a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County zoning classification of Commercial General (CG). The proposed City Future Land Use designation is General Commercial (GC) with a zoning classification of General Commercial (C-3). The site is approximately 2.15 acres and the value of the property is $600,000.

Jason Merritt, property owner, stated the future use of the property will be a restaurant and outdoor entertainment. He stated they are having major issues with the St. Lucie County roadway and the required setbacks shrinking the size of the property.

Jon Nolli, a business owner, said he owns the land to the south. He stated he wants to develop a creative community-oriented place for people to hang out. Mr. Nolli said the property is long and skinny and what they want to do may not work because of the setbacks and problems with the road.

Kev Freeman noted the city will not accept a county road without it being fixed. He said the setbacks can be resolved through the Planned Development process and any roadway negotiations need to be made with St. Lucie County. Mr. Freeman suggested phasing of the project and on-street parking to help with the roadway negotiations and cost.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval to the City Commission.

AYE: Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Chairman Anton Kreisl

Passed

d. **Major Amendment to Planned Development (Master Planned Development) Sunrise Residential - 9850 Midway Road**

Mr. Gilmore gave an overview of the application and answered questions from the Board on Midway roadway improvements. He stated the request is for a Major Amendment to a Planned Development (PD) zone of two (2) parcels of land to amend the PD Zoning from Village at Midway Planned Development to Sunrise Residential Planned Development. Mr. Gilmore said the site area is approximately 516 acres and the Future Land Use is Mixed Use Development (MXD). He showed the adjoining St. Lucie County and Port St. Lucie properties zoning and Future Land Use. Mr. Gilmore provided a brief history of the parcels and compared the original Village at Midway PD plan to the proposed Master Plan Development. He stated the proposed PD plan will be built in two phases and has fewer residential units and less commercial space, which will be a reduction in traffic value. Mr. Gilmore stated the applicant still needs to work with St. Lucie County on the traffic review.

Mr. Freeman said there is significant development on Midway Road with this development and other developments in surrounding municipalities. He stated a Master PD agreement including the traffic contribution improvements is currently being reviewed and will need to be finalized before going to the City Commission. Mr. Freeman said the city has been working with Port St. Lucie, St. Lucie County, Transportation Planning Organization (TPO) and FDOT to keep them informed of the loading and improvements on Midway Road. He highlighted it is important to align with the other developments in the area.

Steve Garrett, applicant representative from Lucido and Associates, gave a presentation on the Sunrise Planned Development and said this will be the southern gateway to the City of Fort Pierce. He showed a rendering of the development plan highlighting the residential single-family and multifamily units and the environmental conservation passive recreation area. Mr. Garrett said the main entrance would be off of Midway Road, and they would be adding an arterial road and an access easement. He said they hope to expand the environmental conservation passive recreation area to the north with other agencies and have over three (3) miles of trail. Mr. Garrett answered questions from the Board on access points and connection to Port St. Lucie, green space, and single-family lot sizes.

Motion was made by John Heaning, and seconded by Gloria Baxevanis to forward a recommendation of approval to the City Commission with the following condition:

1. The applicant and developer of the proposed Master Planned Development Plan shall adhere to and meet all requirements of the Planned Development and Traffic Contribution Agreement submitted with the application for Major Amendment to a Planned Development Zone.

AYE: Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Chairman Anton Kreisl

Passed

e. **Preliminary Plat - Sunrise Residential - 9850 West Midway Road**

Mr. Gilmore gave an overview of the application and answered questions from the Board. He said the applicant is proposing to subdivide approximately 516 acres into 1,590 platted lots for residential use. Mr. Gilmore stated the current zoning is Planned Development (PD) and the Future Land Use is Mixed Use (MXD). He showed the surrounding zoning and Future Land Use for the municipal boundaries of St. Lucie County and Port St. Lucie.

No one spoke for or against the Preliminary Plat.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission with one condition:

1. Prior to the submittal of the Final Plat, the applicant shall address all the City of Fort Pierce Engineering Comments on the Plat document.

AYE: Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Justine Carter, Chairman Anton Kreisl

Passed

f. **Conditional Use with New Construction - Rowe Duplex**
1001 Tennessee Avenue

Mr. Gilmore gave an overview of the application and answered questions from the Board. The request is to build a 2,595 square foot residential duplex with associated site improvements on one (1) parcel of land located in the (C-1), Office Commercial zone with a Future Land Use of Office Professional (OP). The site plan will include three (3) parking spaces per unit; above the minimum required parking spaces and the applicant is proposing the installation of additional landscaping.

David Rowe, owner, said he has owned the property for 60 years, and he wants to put the property to good use.

Motion was made by Nichelle Clemons, and seconded by Gloria Baxevanis to forward a recommendation of approval to the City Commission with the following four (4) conditions:

1. Prior to Certificate of Occupancy, a Landscape Maintenance Agreement is required: The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
   a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
   b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.
   c. Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the

special magistrate for appropriate action.

2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City-regulated trees proposed to be removed as a result of this site's development/construction activity.
3. The proposed sidewalk on South 10th Street and Tennessee Avenue shall be constructed per the City of Fort Pierce Details. A Right-of-Way permit application shall be required and approved by the City of Fort Pierce Engineering Department prior to sidewalk installation.
4. Prior to Certificate of Occupancy, a sidewalk easement shall be required and filed for the portion of sidewalk on South 10th Street to Tennessee Avenue that crosses onto the property.

AYE: John Heaning, Alexander Edwards, Gloria Baxevanis, Justine Carter, Nichelle Clemons, Chairman Anton Kreisl

Passed

g. **Site Plan - Asphalt Plant - 4060 Selvitz Road**

Ms. Driver gave an overview of the application and answered questions from the Board. She said the request is to operate and maintain a portable asphalt plant. The subject parcel has a total of 12.79 acres but only 7.48 acres will be used for the "portable" asphalt plant. While the plant is portable, in that it is capable of being taken apart, shipped and set up in another location, the portable asphalt plant will be permanent on the property. The site is surrounded by Heavy Industrial (I-3) and Planned Development (PD) zoning districts and Heavy Industrial (HI) Future Land Uses. Ms. Driver showed the route plan and noted the applicant meets the landscape requirements.

Tom DeGrace, applicant representative from Culpepper & Terpening answered questions from the Board. He stated that access to the site was from the south driveway, but St. Lucie County asked them to use the driveway to the north. The applicant modified the driveway to get access along the private driveway in place. Mr. DeGrace said the typical hours of operation are 6 AM to 6 PM, but sometimes work is done at night as FDOT and St. Lucie County prefer night work due to traffic concerns. He noted there could be 24-hour shifts. Mr. DeGrace said the proposed stormwater management plan is a discharge pond and is addressed on the site plan.

Rick Mancil, owner of property to the north, granted an access easement, which allows the applicant to use the asphalt roadway. Maintenance is included in the access agreement and shared by all parties. Mr. Mancil said he owns an asphalt plant in Palm City and has been in business for 36 years. He employs 30–40 people, including truck drivers and operators, and only 3–5 people actually work on site. He stated the operation is quiet with no emissions and a lot of the day nothing is running because they are loading out.

Motion was made by John Heaning, and seconded by Alexander Edwards to forward a recommendation of approval with the following two (2) conditions:

1. Prior to issuance of the final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
   - All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

2. A painted stop bar and defined driveway/width at the property line is required to be installed prior to issuance of the final certificate of occupancy.

AYE: Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Chairman Anton Kreisl

Passed

7. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

8. **DIRECTOR'S REPORT**

Mr. Freeman explained the city is working through the law enforcement impact fee that will be tied to the impact of development on police services. He said the final data, provided by the police department, will go to the consultant and recommendations will be presented to the City Commission.

Mr. Freeman said he will be presenting a number of ordinances that the Planning Board has seen at the August 19, 2024, City Commission meeting. He said he is hoping to bring the Port Overlay District back to the Planning Board in September.

Mr. Freeman stated he is making very good progress with code changes which are part of the city's strategic plan. He noted that he was already processing some of the code changes prior to the updated strategic plan.

Mr. Freeman said staff is spending lots of time working through the new Tyler online application submittal system.

Mr. Freeman noted the Wave Garden issued a request to move forward with a Community Development District (CDD). It will go to the City Commission once it has been reviewed by the legal department.

Mr. Freeman said the first Live Local Affordable Housing Development has been approved. Since the Live Local Act does not require any public hearings and is approved administratively like a Minor Site Plan, Mr. Freeman said he will bring an update to the Planning Board.

Chairman Kreisl asked about inter-agency roadway improvements. Mr. Freeman said this was used for the Sunrise Planned Development project. All the agencies were pulled together and reviewed the traffic analysis in parallel. In the future, the different agencies will team together to review large-scale developments and developments on the edge of the city.

9. BOARD COMMENTS

Chairman Kreisl asked if there were any updates on amending the Family Entertainment Center definition. Mr. Freeman stated the definition to amend the Family Entertainment Center use and the use table to incorporate it in certain zoning districts will go to the August 19, 2024, City Commission meeting for approval.

Mr. Edwards asked for updates on the Sandridge development. Mr. Freeman said there are no updates because of the high roadway improvement cost required by St. Lucie County.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation – Parcel ID: 2427-801-0056-000-3
Parcel ID: 2427-801-0053-000-2

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: September 1, 2024
September 22, 2024

NOTICE BY MAIL: N / A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kerry C. Driver **TITLE:** Planner

SIGNATURE: **DATE:** August 15, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: KERRY DRIVER, PLANNER

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: ANNEXATION - SAVANNAH LANDING PARTNERS LLC - 2427-801-0056-000-3 & 2427-801-0053-000-2

CAO RLS FILE: RLS 24-269

DATE: JULY 2, 2024

I have reviewed the above Request for Legal Services (RLS). This RLS is a resubmission to RLS 24-263. The Ordinance 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 **12. d.**

Meeting Date: 09/16/2024

Re: Annexation - 1835 & 1839 Sandridge Rd. - Parcel IDs: 2404-111-0003-010-1 and 2404-111-0003-000-8

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Legislative Hearing - Ordinance 24-038: Review and approval of a Voluntary Annexation by owner Jason Merritt, to extend the territorial limits of the City of Fort Pierce, Florida, to include two (2) parcels at 1835 Sandridge Rd. and 1839 Sandridge Rd, establishing Future Land Use, establishing Zoning. Parcel ID: 2404-111-0003-010-1 and 2404-111-0003-000-8. - FIRST READING

SUMMARY:

Project #: 24-0200005
A voluntary application for annexations was submitted by applicant/owner Jason Merritt. The request is to annex Parcel IDs: 2404-111-0003-010-1 and 2404-111-0003-000-8, located at 1835 Sandridge Rd. and 1839 Sandrige Rd. The subject properties have a County Future Land Use designation of Commercial (COM) and Zoning designation of Commercial General (CG). The proposed City Future Land Use designation of General Commercial (GC) and Zoning designation of General Commercial (C-3).

RECOMMENDATION:

Staff recommendation is for the City Commission to APPROVE the proposed annexation.

ALTERNATIVES:

1. Recommend approval with conditions
2. Recommend disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Planner

COORDINATED WITH:

1. Techical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 24-038

Staff Presentation
Staff Report
Applicant File
Staff Supporting Documents
Legal Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	08/29/2024 12:39 PM

Form Started By: Kerry Driver
Started On: 08/20/2024 12:46 PM
Final Approval Date: 08/29/2024

ORDINANCE NO. 24-038

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) PARCELS AT OR NEAR 1835 SANDRIDGE ROAD AND AT OR NEAR APPROXIMATELY 1839 SANDRIDGE ROAD** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING ZONING DESIGNATION OF GENERAL COMMERCIAL (C-3); ESTABLISHING LAND USE DESIGNATION OF GENERAL COMMERCIAL (GC); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the properties are contiguous to the municipality of the City of Fort Pierce; and

WHEREAS, the properties are located within an enclave and Section 171.046 of the Florida Statutes states that it is the policy of the state to eliminate enclaves; and

WHEREAS, the estimated population of the annexation is two (2); and

WHEREAS, the owner(s) have petitioned for voluntary annexation to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their August 12, 2024, meeting voted 6 to 6 recommend approval of the annexation; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation via certified mail to the St. Lucie County Administrator's Office on August 15, 2024, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on August 15, 2024, no fewer than ten (10) days prior to publishing or posting the ordinance notice.

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

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto, and incorporated herein; and the following properties is hereby annexed into the City:

a) PARCEL ONE: 1835 Sandridge Road

Parcel ID: 2404-111-0003-010-1

LEGAL DESCRIPTION:

04 35 40S 225 FT OF S 1/2 OF N 1/2 OF NE 1/4 OF NE 1/4 W OF SR 4 AND E OF SFWMD CANAL C-25

Containing 1.32 acres (more or less)

b) PARCEL TWO: 1839 Sandridge Road

Parcel ID: 2404-111-0003-000-8

LEGAL DESCRIPTION:

4 35 40 S 1/2 OF N 1/2 OF NE 1/4 OF NE 1/4 W OF SR 4 AND E OF CANALC-25- LESS S 225 FT-

Containing 0.83 acres (more or less)

Said properties containing approximately 2.15 acres and being generally located at 1835 Sandridge Road and, Parcel Two being located at 1839 Sandridge Road, Fort Pierce, FL 34946.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2025, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation of abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the lands herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned General Commercial (C-3) and assigned a Future Land Use Designation of General Commercial (GC), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this Ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All Ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. **24-038** was duly advertised accordance with Section 171.044(2) of the Florida Statues by display advertising St. Lucie News Tribune on Sunday, September 1, 2024 and Sunday, September 22, 2024; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 16 2024; and was duly introduced, read by title only, and passed on second and final reading October 7, 2024, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this **XX** day of ____ 2024.

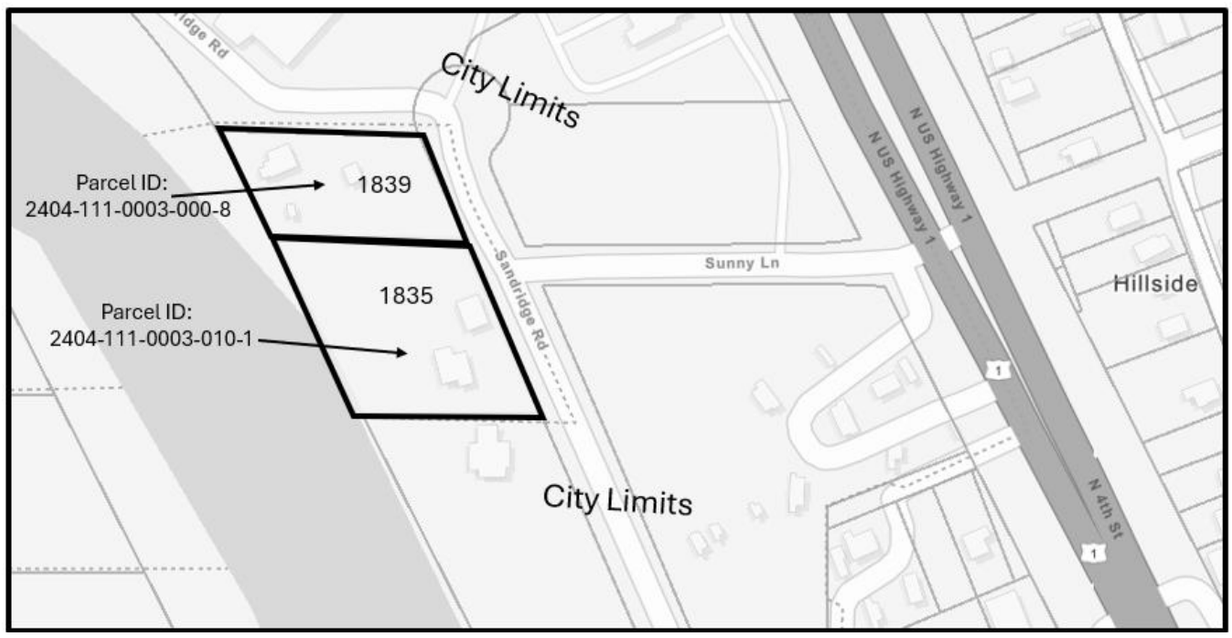
_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
City Clerk

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension



PARCEL ONE: 1835 Sandridge Road

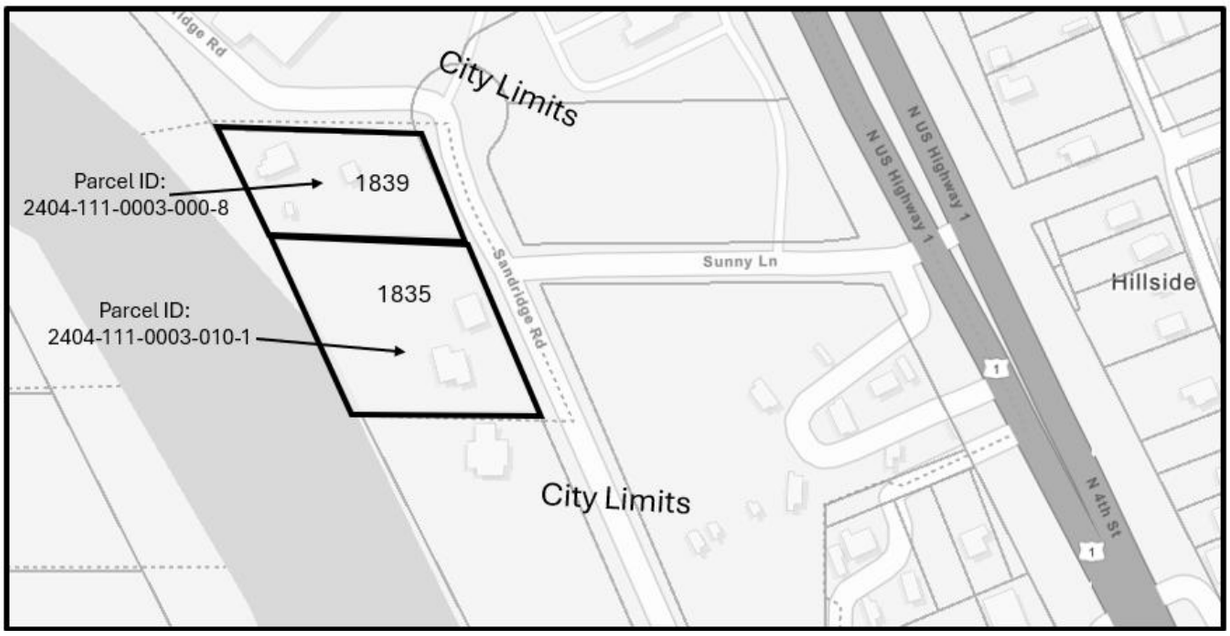
04 35 40S 225 FT OF S 1/2 OF N 1/2 OF NE 1/4 OF NE 1/4 W OF SR 4 AND E OF SFWMD CANAL C-25

PARCEL TWO: 1839 Sandridge Road

4 35 40 S 1/2 OF N 1/2 OF NE 1/4 OF NE 1/4 W OF SR 4 AND E OF CANALC-25- LESS S 225 FT-

Said properties containing 2.15 acres, more or less

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **GENERAL COMMERCIAL (C-3)** AND
LAND USE DESIGNATION OF **GENERAL COMMERCIAL (GC)**

CITY OF FORT PIERCE

CITY COMMISSION

September 16, 2024

Annexation

1835 Sandridge Rd. and 1839 Sandridge Road

APPLICANT

Jason Merritt

PROPERTY OWNER(S)

Jason Merritt

PARCEL ID #(S):
2404-111-0003-010-1 and 2404-111-0003-000-8

SUMMARY

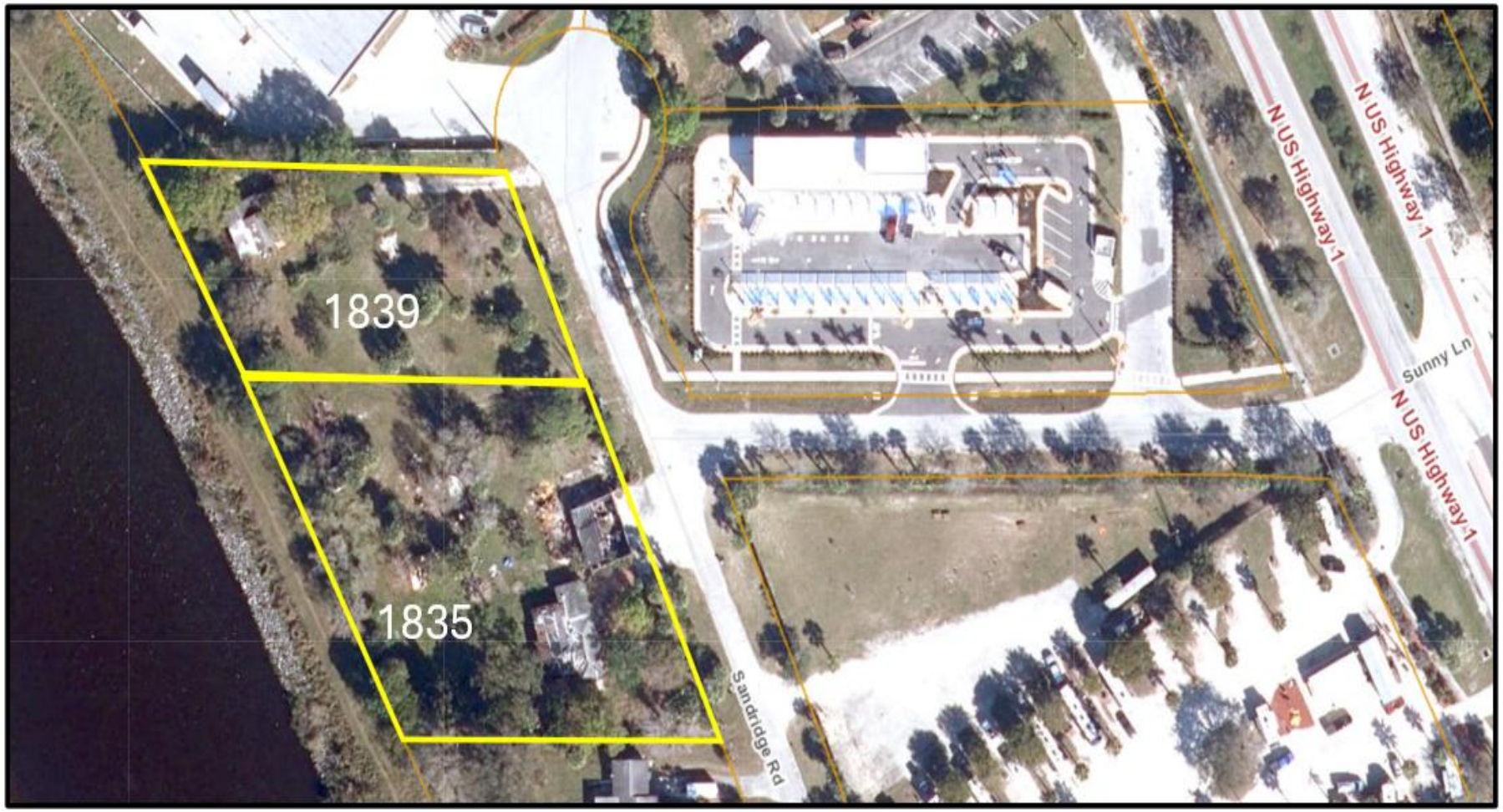
Request to review a Voluntary Application for Annexation for two (2) parcels of land at 1835 Sandridge Rd. and 1839 Sandridge Rd.

BACKGROUND

The applicant is requesting a voluntary annexation of two (2) parcels at or near 1835 and 1839 Sandridge Rd. in Fort Pierce, Florida. The parcel IDs is 2404-111-0003-010-1 and 2404-111-0003-000-8.

The subject property has St. Lucie County Future Land Use designations of Commercial (COM) and a St. Lucie County Zoning classification of Commercial General (CG). The proposed City Future Land Use designation is General Commercial (GC) with a Zoning classification of General Commercial (C-3)

SITE LOCATION



SITE AREA= 2.15 +/- Acres

1835: 1.32 acres

1839: 0.83 acres

1835 & 1839 Sandridge Rd. ANNEXATION

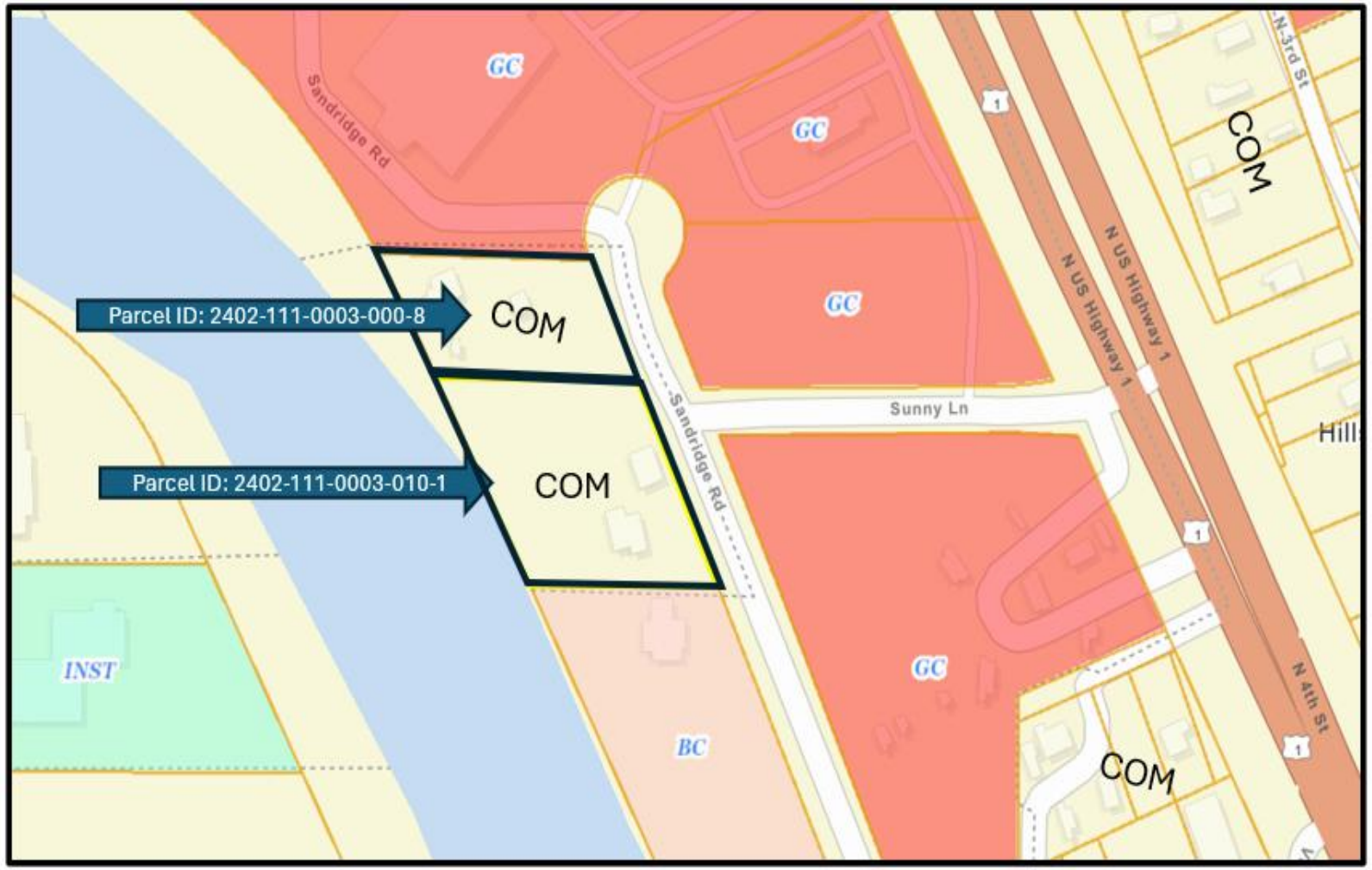
COMPREHENSIVE PLAN

Pursuant to Comprehensive Plan policy 1.11.5 “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. Furthermore, pursuant to Chapter 171.046(1), F.S., whereas the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

The current value of the property is $600,000. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000.

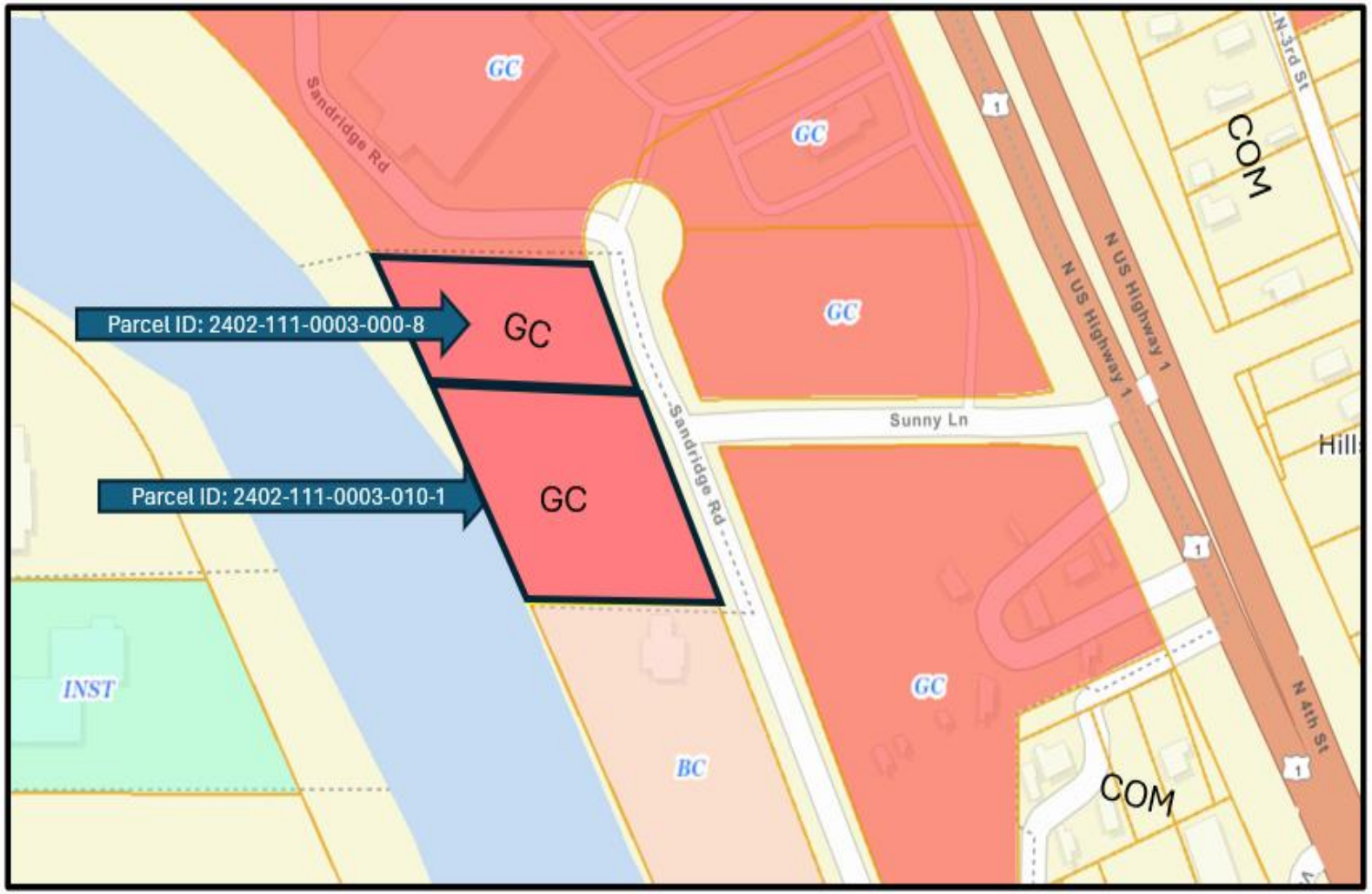
EXISTING FUTURE LAND USE: County

Current FLU: COM
Commercial– St. Lucie County)



PROPOSED FUTURE LAND USE: City

Proposed FLU: GC
(General Commercial –City of Fort Pierce)



1835 & 1839 Sandrdige Rd. ANNEXATION

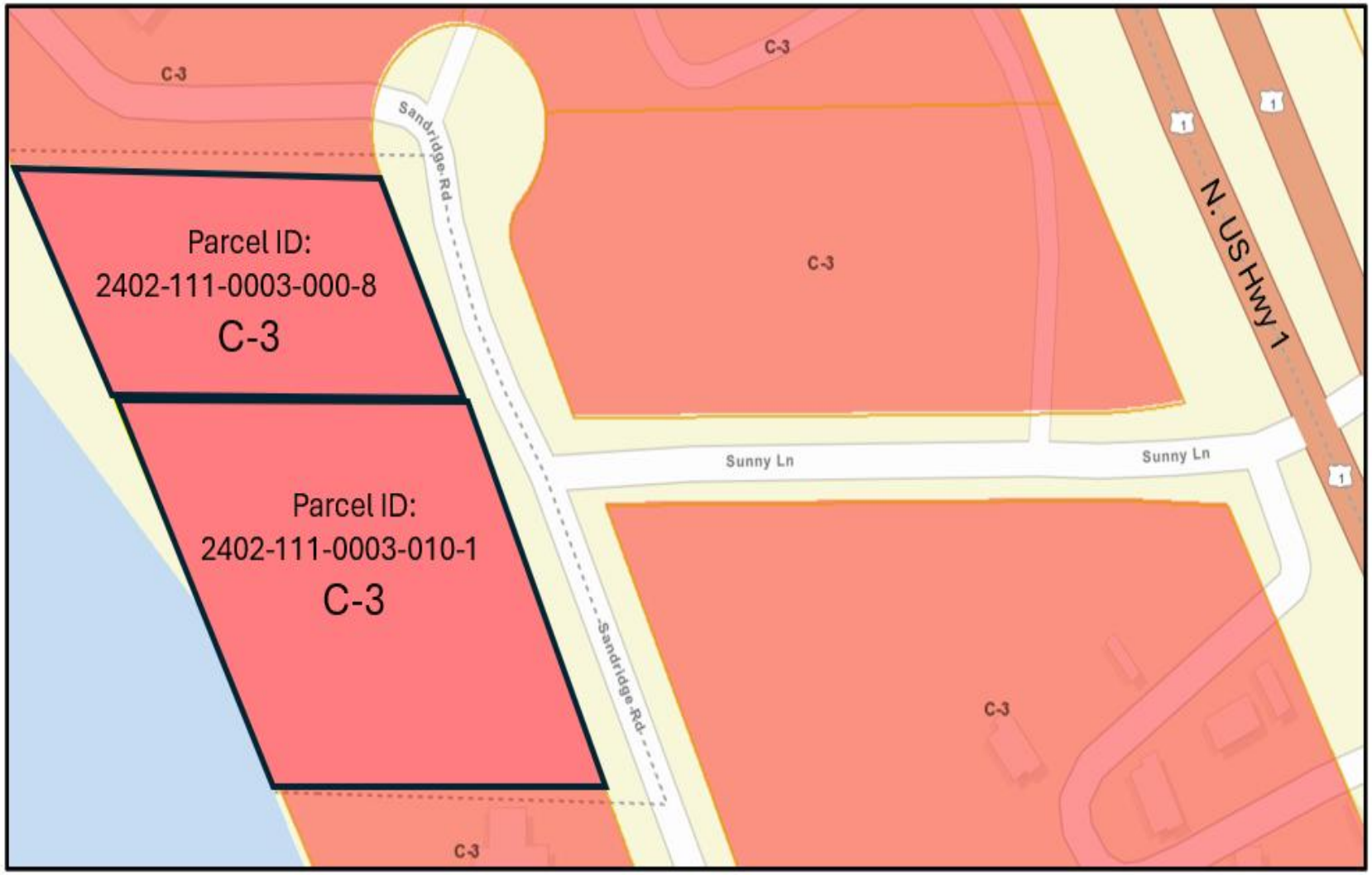
EXISTING ZONING: County

Currently Zoned: CG (Commercial General – St. Lucie County)



PROPOSED ZONING: City

Proposed Zoning: C-3 (General Commercial– City of Fort Pierce)



RECOMMENDATION

At the August 12th meeting, the Planning Board voted unanimously to approve the annexation.

Staff recommendation is for City Commission to **Approve** the submitted application for annexation.

ALTERNATIVE RECOMMENDATIONS

1. Recommend Approval with conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

September 16th, 2024

Annexation

1835 Sandridge Rd. and 1839 Sandridge Rd.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Linda Cox, Acting City Manager

FROM: Kerry C. Driver, Planner

RE: **Application for Voluntary Annexation for Parcel IDs: 2404-111-0003-010-1 and 2404-111-0003-000-8**

BOARD DATE: September 16, 2024

STAFF REPORT

Property Owners/ Applicants Jason Merritt

Representative Jason Merritt

Requested Action: Approval of a Voluntary Application for Annexation

Site Locations: 1835 & 1839 Sandridge Rd.

Parcel ID: 2404-111-0003-010-1 and 2404-111-0003-000-8

Parcel Area: **2.15** acres

Current Future Land Use: Commercial (COM)

Current Zoning: Commercial General (CG)

Proposed Future Land Use: General Commercial (GC)

Proposed Zoning: General Commercial (C-3)

Utilities: FPUA

	North	East	South **County**	West
Surrounding FLU:	General Commercial (GC)	General Commercial (GC)	Boundary Commercial (BC)	County ROW
Surrounding Zoning:	General Commercial (C-3)	General Commercial (C-3)	General Commercial (C-3)	County ROW

Staff Analysis:

Request

This is a voluntary annexation on parcel IDs 2404-111-0003-010-1 and 2404-111-0003-000-8

INSERT LOCATION MAP



The subject properties have a St. Lucie County Future Land Use Designation Commercial (COM and a zoning classification of Commercial General (CG). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed City Future Land Use designation for the parcels will be changed to General Commercial (GC) and the Zoning classification of General Commercial (C-3).

Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission." Staff has confirmed that the property is located within unincorporated St. Lucie County and are contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. Furthermore, pursuant to Chapter 171.046(1), F.S., whereas the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

The current taxable value of the property is $600,000. Should the Application for Annexation be approved, they could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000. Currently one of the properties lots is vacant and the other has a dwelling structure.

Comprehensive Plan
Staff has reviewed the Comprehensive Plan and finds the proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The properties are within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery."

The subject property is in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. The parcel abuts properties that are within the City limits. The properties are owned by the same owner and proposes to combine both lots. The annexation of the properties would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. Staff is requesting that the City of Fort Pierce Future Land Use and Zoning be modified to General Commercial (GC) and General Commercial (C-3), respectively, and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Classifications of GC and C-3, respectively, would be consistent with Policy 1.11.5 and the City's Comprehensive Plan. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of the annexation by mail to the St. Lucie County Administrator's and Attorney's office on August 15, 2024, no fewer than thirty (30) days prior to the first reading of these annexations by the City Commission. Notice by newspaper was submitted for Sunday's September 1st and 22nd, 2024 publication.

Technical Review Committee

All affected Departments have reviewed the submittals and have no objections regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan.

Planning Board

The City of Fort Pierce Planning Board, at their August 12, 2024, meeting, voted 6 to 6 to recommend Approval of the annexation.

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation of GC and the Zoning classification of C-3.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application packets shall include **Warranty Deed** and **Current Survey** (completed within the last 12 months)

- E-mail the complete application packet to planning@cityoffortpierce.com for sufficiency review.
- After sufficiency review one (1) original and two (2) copies of the application and support documents are needed. E-mail planning@cityoffortpierce.com or call 772-467-3737 to schedule an appointment.

1. Address: 1835 and 1839 Sandridge Rd Fort Pierce, Fl

2. Legal description of real property for which annexation is being requested:
04 35 40 S 225 FT OF S 1/2 OF N 1/2 OF NE 1/4 OF NE 1/4 W OF SR 4 AND E OF SFWMD CANAL C-25
4 35 40 S 1/2 OF N 1/2 OF NE 1/4 OF NE 1/4 W OF SR 4 AND E OF CANALC-25-LESS S 225 FT-

   Property Tax ID: 2404-111-0003-000-8 and 2404-111-0003-010-1

3. Size of described property: 2.15 acres

4. Project description: New restaurant with outdoor entertainment area

5. Current St. Lucie County Future Land Use Designation: COM

6. Current St. Lucie County Zoning: CG

7. Is this a Historic property? No

8. Appraised value: 600,000

9. Name of Owner(s): Jason Merritt
   Signature of Owner(s):
   Mailing Address: 6429 Riverland Dr
   City Fort Pierce State Fl Zip 34982
   Phone 772-260-5720
   E-mail: jason@tntbuilders.net

10. Name of Representative: Jason Merritt
    Signature of representative:
    Mailing Address: 6429 Riverland Dr
    City) Fort Pierce State Fl Zip 34982
    Phone 772-260-5720
    E-mail: jason@tntbuilders.net

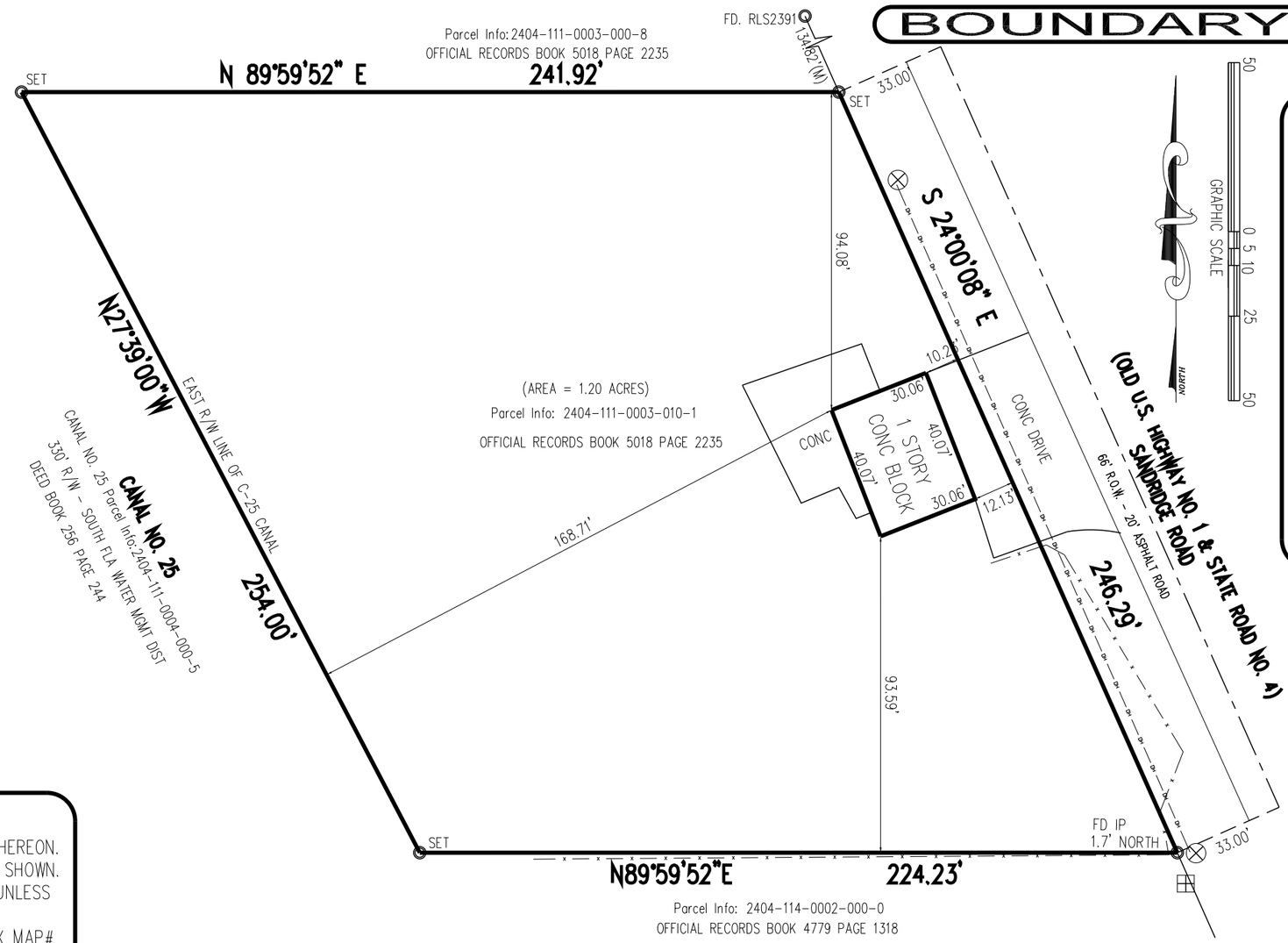
DocuSign Envelope ID: ACF27566-0FB9-4A29-9466-7200A580C2A8

BOUNDARY SURVEY

LEGAL DESCRIPTION:
(Supplied by Client)

BEGINNING AT THE SE CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 AND RUN NORTHERLY 225 ALONG THE EASTERN BOUNDARY, THENCE RUN WEST TO THE WESTERN BOUNDARY, THENCE RUN SOUTHERLY ALONG THE WESTERN BOUNDARY TO THE SOUTHERN BOUNDARY, THENCE RUN EAST TO THE POINT OF BEGINNING ALL LYING WEST OF STATE ROAD NO. 4 IN SECTION 4, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
TOGETHER WITH:
THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, LYING WEST OF STATE ROAD #4 AND EAST OF CANAL, IN SECTION 4, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THAT CERTAIN PARCEL CONVEYED TO CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT BY WARRANTY DEED RECORDED IN DEED BOOK 256, PAGE 244, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SURVEYORS NOTE REGARDING LEGAL DESCRIPTION:
THE LEGAL DESCRIPTION IS TOO AMBIGUOUS TO PLOT WITH ANY ACCURACY, EXISTING PROPERTY CORNERS AND IMPROVEMENTS WERE USED TO LOCATE PROPERTY.



ABBREVIATIONS:

SET = SET 5/8" IRON REBAR WITH YELLOW CAP MARKED "PSM5543"
FD = FOUND 5/8 IRON REBAR
R/W = RIGHT OF WAY
(M) = MEASURED
(P) = PLATTED
(C) = CALCULATED
R = RADIUS OF CURVE
L = LENGTH OF CURVE
D= DELTA OF CURVE
FFE = FINISHED FLOOR ELEVATION
OH-OH-OH- = OVERHEAD WIRES
X-X-X- = CHAINLINK FENCE
-□-□-□- = PLASTIC FENCE
O-O-O- = WOOD FENCE
CONC. = CONCRETE
C.P.= CONCRETE PAD
Cov.= COVERED
= DRAINAGE PROPOSED AND EXISTING
POWER POLE
WATER METER

SURVEYORS NOTES:

1. UNLESS OTHERWISE NOTED ONLY PLATTED EASEMENTS ARE SHOWN HEREON.
2. ALL LOT DIMENSIONS SHOWN ARE PER PLAT UNLESS OTHERWISE SHOWN.
3. NO UNDERGROUND UTILITIES OR IMPROVEMENTS WERE LOCATED UNLESS OTHERWISE SHOWN.
4. THIS SITE LIES WITHIN FLOOD INSURANCE RATE MAP ZONE X MAP# 12111C0179 K DATED: 2-19-20.
5. FLOOD ZONE SHOWN HEREON IS AN INTERPRETATION BY THE SURVEYOR AND IS PROVIDED AS A COURTESY. THE FLOOD ZONE SHOULD BE VERIFIED BY A DETERMINATION AGENCY.+
6. BEARINGS SHOWN HEREON ARE BASED ON THE CENTER LINE OF SANDRIDGE ROAD AS BEING S24°00'08"E ACCORDING TO THE PLAT DESCRIBED HEREON.
7. P.U.D.E. DENOTES PUBLIC UTILITIES AND DRAINAGE EASEMENT, U.E. DENOTES UTILITY EASEMENT.
8. THE ACCURACY OF THIS SURVEY IS PREMISED ON THE EXPECTED USE OF THE SURVEY. THE EXPECTED USE/PURPOSE OF THIS SURVEY IS PROPERTY ANEXING. ACCURACY=1 FOOT IN 7.500 FEET OR BETTER.
9. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY ANYONE OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT WRITTEN CONSENT.

1835 SANDRIDGE ROAD

SCALE: 1"=50'
DATE: 6/10/24
DRAWN: SW\JC
2024-0260B

Atlantic Land Designs
of the Treasure Coast, LB7468
754 NE Jensen Beach Blvd. Jensen Beach, FL 34957
Mailing Address:
P.O. Box 1421 Jensen Beach, FL 34958
ALD5543@gmail.com (772) 398-4290

DATE:	REVISIONS

LAST FIELD DATE:6/5/24

Certified to: Jason Merrit

I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE PER CHAPTER 5J-17.051 AND 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PERSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PERSUANT TO SECTION 472.025, FLORIDA STATUTES.

DocuSigned by:
James Cesiro
A1338D8A59FD4C1...

JAMES A. CESIRO JR. PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5543
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SEAL

JIM CESIRO CERTIFICATE PSM 5543 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

DocuSign Envelope ID: AB955A5B-356A-41A4-87C9-6D106E0FBA1A

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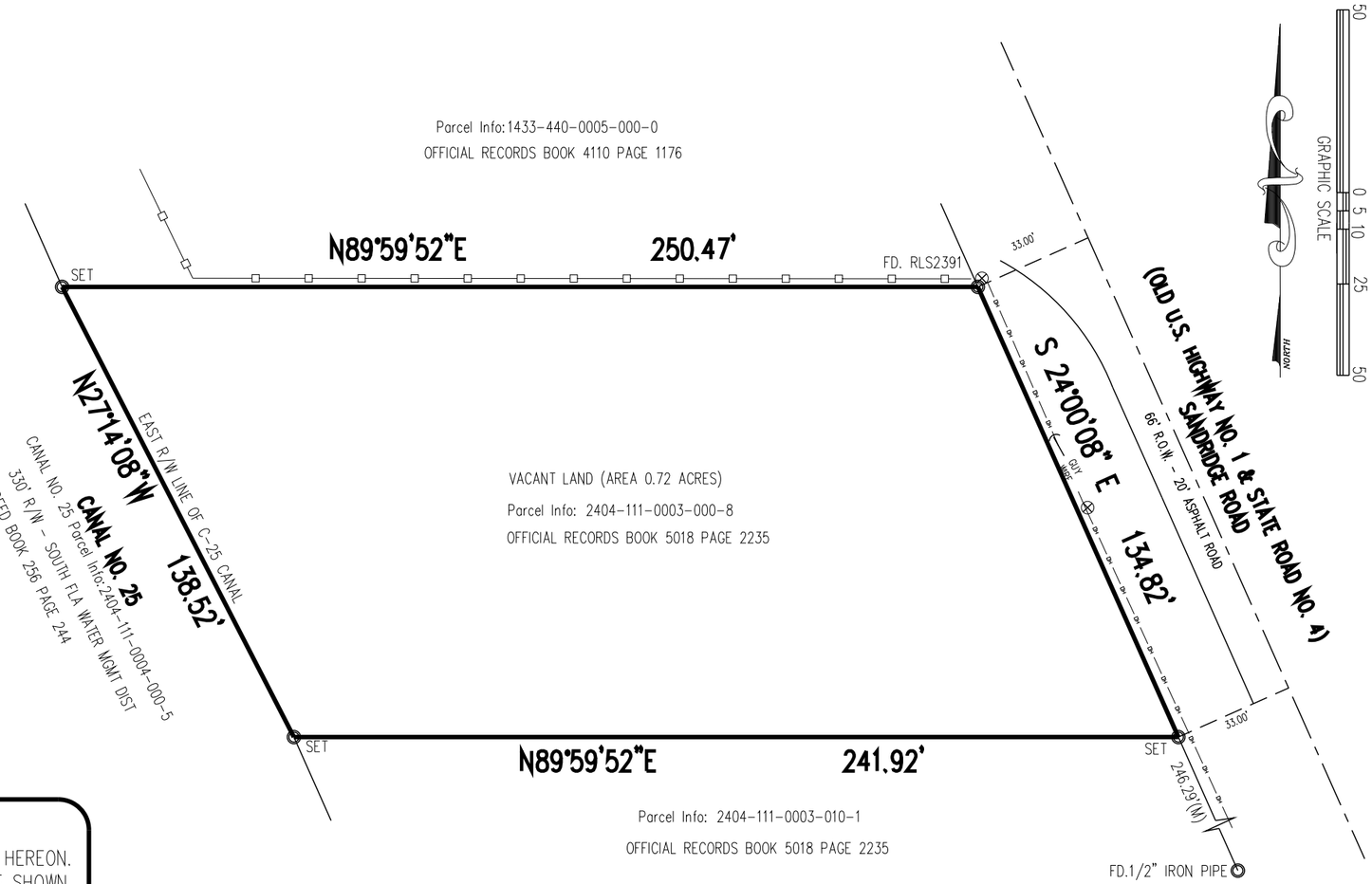

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Cov.= COVERED
= DRAINAGE PROPOSED AND EXISTING
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SURVEYORS NOTES:

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1839 SANDRIDGE ROAD

SCALE: 1"=50'	Atlantic Land Designs
DATE: 6/10/24	of the Treasure Coast, LB7468
DRAWN: SW\JC	754 NE Jensen Beach Blvd. Jensen Beach, FL 34957
2024-0260A	Mailing Address: P.O. Box 1421 Jensen Beach, FL 34958
	ALD5543@gmail.com (772) 398-4290
DATE:	REVISIONS

LAST FIELD DATE:6/5/24

Certified to: Jason Merrit

I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE PER CHAPTER 5J-17.051 AND 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PERSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PERSUANT TO SECTION 472.025, FLORIDA STATUTES.

DocuSigned by:
James Cesiro
A1338D8A59FD4C1...

JAMES A. CESIRO JR. PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5543
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SEAL

JIM CESIRO CERTIFICATE PSM 5543 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5219116 OR BOOK 5018 PAGE 2235, Recorded 07/19/2023 10:10:56 AM Doc Tax: $4480.00

Prepared by:
Melissa Harnage
Gulfstream Title Services, Inc.
1903 S. 25th Street, Suite 201
Fort Pierce, Florida 34947

File Number: 2092

General Warranty Deed

Made this July 14, 2023 A.D. By **Phillip J. Williams and Joyce E. Williams, husband and wife and Walter Royce Williams, a single man**, hereinafter called the grantor, to **Jason Merrit**, whose post office address is: 6429 Riverland Drive, Fort Pierce, Florida 34982, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Lucie County, Florida, viz:

Beginning at the SE corner of the South 1/2 of the North 1/2 of the NE 1/4 of the NE 1/4 and run Northerly 225 feet along the Eastern boundary, thence run West to the Western boundary, thence run Southerly along the Western boundary to the Southern boundary, thence run East to the Point of Beginning, all lying West of State Road No. 4 in Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida.

AND

The South 1/2 of the North 1/2 of the Northeast 1/4 of the Northeast 1/4, lying West of State Road #4 and East of Canal, in Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida. Less and Except that certain parcel conveyed to Central and Southern Florida Flood Control District by Warranty Deed recorded in Deed Book 256, Page 244, of the Public Records of St. Lucie County, Florida.

Parcel ID Number: **2404-111-0003-010-1**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2022.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name Melissa Harnage

Witness Printed Name MARK TIERNEY

Phillip J. Williams (Seal)
Phillip J. Williams
Address:

Joyce E Williams (Seal)
Joyce E. Williams
Address:

Walter R Williams (Seal)
Walter Royce Williams
Address:

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this 14 day of July, 2023, by Phillip J. Williams and Joyce E. Williams and Walter Royce Williams, who is/are personally known to me or who has produced Drivers License as identification.

Notary Public
Print Name:_____

My Commission Expires:_____

MELISSA HARNAGE
Commission # GG 927430
Expires December 2, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Jason Merritt
6429 Riverland Dr.
Fort Pierce, FL 34982

Project #: 24-02000005: Annexation– Voluntary Application for Annexation at 1835 and 1839 Sandridge Road**– Technical Review Committee Comments for July 18, 2024, TRC Meeting**

City of Fort Pierce Planning Department

Advisory Comments:

1. Please specify if lots will be combined or remain separate lots
2. Any future development plans for lots

Fort Pierce Engineering Department

Annexation: Recommend Approval

Fort Pierce Building Department

No comments at this time.

Fort Pierce Police Department

No comments at this time. However, we reserve the right to provide comment in the future, based upon future submissions of intended developments to this currently vacant and undeveloped property. The intended, future development of this property may cause impact to police operations as it relates to calls for service. However, the type and frequency of police calls for service cannot be projected at this time.

St. Lucie County Planning Department

No comments at this time.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

St. Lucie County PW/Engineering

Sandridge Road is a County owned and maintained local roadway. The proposed annexation will result in 77.8% of properties fronting Sandridge Road being City zoned parcels. The city shall take ownership and maintenance responsibilities of Sandridge Road with this annexation.

City Clerk Office

No comments at this time.

Code Enforcement

No comments at this time.

Fort Pierce Utilities Authority

- W/WW Engineering: **No comment**
- Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.
- Gas: Approved. Natural gas available to serve this restaurant.
- FPUA Fiber: FPUAnet **Approves**

St. Lucie County Fire District

No comments at this time.

Florida Department of Transportation

No comments at this time.

St. Lucie County School Board

No comments at this time.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: Virtual – July 2024
Property Address: Annexation - 1835 and 1839 Sandridge Road

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.

☐ 4. Building Permit required.

☐ 5. Signed and sealed construction drawings required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and MEC elements will comply with the Florida Building Code requirements.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

☐ 11. Open permits, requiring attention exist.

☐ 12. Shall meet the Fire Prevention Code:

- ☐ Sprinkler system is required.
- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 7/11/24

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO: Kerry Driver - Planner

FROM: Selena Griffett, P.E.

Thru: Tracy Telle, Engineering Manager TT

RE: 1835 and 1839 Sandridge Road
TRC No. 24-02000005

DATE: July 10, 2024

This is to advise you that we have completed the review of the following documents as received by this office on July 9, 2024:

- ☐ Development Permit Compliance Review
- ☒ Annexation
- ☐ Executed Construction Contract
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Other

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend

- ☐ Variance Approval
- ☒ Approval
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See Attached for comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

Technical Review Committee meeting

July 18, 2024

Case #: 24-02000005

Planner: City of Ft. Pierce Planning Department.

Annexation.

1835 / 1839 Sandridge Road, Fort Pierce, FL (Gator Trace on the Greens)

Comments:

No comments at this time. However, we reserve the right to provide comment in the future, based upon future submissions of intended developments to this currently vacant and undeveloped property. The intended, future development of this property may cause impact to police operations as it relates to calls for service. However, the type and frequency of police calls for service cannot be projected at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: # 24- 02000005

Annexation - 1835 and 1839 Sandridge Road

Comments

W/WW Engineering: No comment

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.

Gas: Approved. Natural gas available to serve this restaurant.

FPUAnet Fiber: FPUAnet **Approves.**

Jason Merritt

July 22, 2024

RE: Project 24-02000005

Please find below the responses to the city comments on the annexation application noted above.

Advisory Comments

1. We will be combining the lots upon approval of the annexation and the forming of our new corporation.
2. We intend to develop the property into a restaurant with outdoor seating and entertainment in the near future.

Additionally, if you could please send all correspondence to me at jason@tntbuilders.net and cc my assistant at melissa@tntbuilders.net I would appreciate it.

Thank you.

Jason Merritt

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, AUGUST 12, 2024, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present:	Justine Carter; Nichelle Clemons; John Heaning; Alexander Edwards; Gloria Baxevanis; Anton Kreisl, Chairman
Absent:	Uline Daniel
Staff Present:	Kev Freeman, Planning Director Vennis Gilmore, Assistant Planning Director Kerry Driver, Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Ms. Daniel was excused.

5. APPROVAL OF MINUTES

a. Planning Board Minutes June 10, 2024

Motion was made by John Heaning, and seconded by Nichelle Clemons to approve the minutes from the June 10, 2024 meeting.

AYE: John Heaning, Alexander Edwards, Gloria Baxevanis, Justine Carter, Nichelle Clemons, Chairman Anton Kreisl

Passed

6. NEW BUSINESS

a. Zoning Text Amendment - Chapter 125 - Zoning, Article V - Conditional Uses, Section 125-243 - Innovative Residential Developments

Mr. Freeman gave an overview of the application and answered questions from the Board. He explained that the Innovative Residential Developments are for small mixed use or residential lots, not needing a major planned development. Mr. Freeman said the city's Comprehensive Plan supports innovative and affordable residential and mixed-use development. He noted the city will need to develop administrative procedures that modify development requirements and streamline development approval procedures. Mr. Freeman stated the City would allow the development of accessory dwelling units in all low and medium density zoning districts. Mr. Freeman highlighted the Innovative Community Development code supports the elements of the accepted Affordable Housing Advisory Committee (AHAC) incentive strategies. Mr. Freeman provided a summary of the code amendments, and he explained the purpose of the subjective review to enhance the community.

Chairman Kreisl asked if this process would function like a Planned Development. Mr. Freeman said yes, the text amendment will give more flexibility to what can be built. He also answered questions from the Board about parking, green space and if the neighbors would be notified.

Mr. Freeman concluded by saying the applicants will need to show how they are contributing to the community. He said nothing is guaranteed and there are no entitlements. Mr. Freeman compared the innovative development to an action plan for the community.

Ms. Carter said it is nice to see the bigger picture of things and Chairman Kreisl said the text amendment is an ambitious and creative idea.

Chad Ingram, a resident, stated he supports the idea, and the Innovative Residential Development plan will have an economic impact on infill lots. He said there will be people living in various sized structures and it will allow a flow of houses along the street. He noted it is for people who are livened by the community and still want to have their own space but still be connected.

Henry Harbinson, a resident, said the idea is good for housing and developers and will blend in well with the neighborhood.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval to the City Commission for the proposed amendments.

AYE: Alexander Edwards, Gloria Baxevanis, Justine Carter, Nichelle Clemons, John Heaning, Chairman Anton Kreisl

Passed

b. **Annexation - Savannah Landing Partners**
2427-801-0056-000-3 and 2427-801-0053-000-2

Ms. Driver gave an overview of the annexation and answered questions from the Board. She said the Annexation is for two (2) parcels of land at or near the intersection of S. US Highway 1 and Dickson Drive. Ms. Driver stated the subject properties have a St. Lucie County Future Land Use designation of Residential High (RH) and a St. Lucie County zoning designation of Residential Multi Family. She said the proposed City Future Land Use designation is Residential High (RH) with a zoning classification of High Density Residential (R-5). The total site area is around 7.26 acres and the current value is $756,500.

Mr. Heaning asked who owns Dickson Drive. He said the road is in need of repair. Mr. Freeman said the road will need to meet county standards and a larger conversation with the city is needed for the city to consider taking over the road.

James Hackett, applicant, stated he understands the roadway approval process with St. Lucie County and the issues will be addressed at the site plan stage. He said the overall vision is for multifamily affordable housing, and he said at this time he does not know what is going to happen at 310 Dickson Drive.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission.

AYE: Gloria Baxevanis, Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Chairman Anton Kreisl

Passed

c. **Annexation - 1835 and 1839 Sandridge Road**

Ms. Driver gave an overview of the application and answered questions from the Board. She stated the properties have a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County zoning classification of Commercial General (CG). The proposed City Future Land Use designation is General Commercial (GC) with a zoning classification of General Commercial (C-3). The site is approximately 2.15 acres and the value of the property is $600,000.

Jason Merritt, property owner, stated the future use of the property will be a restaurant and outdoor entertainment. He stated they are having major issues with the St. Lucie County roadway and the required setbacks shrinking the size of the property.

Jon Nolli, a business owner, said he owns the land to the south. He stated he wants to develop a creative community-oriented place for people to hang out. Mr. Nolli said the property is long and skinny and what they want to do may not work because of the setbacks and problems with the road.

Kev Freeman noted the city will not accept a county road without it being fixed. He said the setbacks can be resolved through the Planned Development process and any roadway negotiations need to be made with St. Lucie County. Mr. Freeman suggested phasing of the project and on-street parking to help with the roadway negotiations and cost.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval to the City Commission.

AYE: Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Chairman Anton Kreisl

Passed

d. **Major Amendment to Planned Development (Master Planned Development) Sunrise Residential - 9850 Midway Road**

Mr. Gilmore gave an overview of the application and answered questions from the Board on Midway roadway improvements. He stated the request is for a Major Amendment to a Planned Development (PD) zone of two (2) parcels of land to amend the PD Zoning from Village at Midway Planned Development to Sunrise Residential Planned Development. Mr. Gilmore said the site area is approximately 516 acres and the Future Land Use is Mixed Use Development (MXD). He showed the adjoining St. Lucie County and Port St. Lucie properties zoning and Future Land Use. Mr. Gilmore provided a brief history of the parcels and compared the original Village at Midway PD plan to the proposed Master Plan Development. He stated the proposed PD plan will be built in two phases and has fewer residential units and less commercial space, which will be a reduction in traffic value. Mr. Gilmore stated the applicant still needs to work with St. Lucie County on the traffic review.

Mr. Freeman said there is significant development on Midway Road with this development and other developments in surrounding municipalities. He stated a Master PD agreement including the traffic contribution improvements is currently being reviewed and will need to be finalized before going to the City Commission. Mr. Freeman said the city has been working with Port St. Lucie, St. Lucie County, Transportation Planning Organization (TPO) and FDOT to keep them informed of the loading and improvements on Midway Road. He highlighted it is important to align with the other developments in the area.

Steve Garrett, applicant representative from Lucido and Associates, gave a presentation on the Sunrise Planned Development and said this will be the southern gateway to the City of Fort Pierce. He showed a rendering of the development plan highlighting the residential single-family and multifamily units and the environmental conservation passive recreation area. Mr. Garrett said the main entrance would be off of Midway Road, and they would be adding an arterial road and an access easement. He said they hope to expand the environmental conservation passive recreation area to the north with other agencies and have over three (3) miles of trail. Mr. Garrett answered questions from the Board on access points and connection to Port St. Lucie, green space, and single-family lot sizes.

Motion was made by John Heaning, and seconded by Gloria Baxevanis to forward a recommendation of approval to the City Commission with the following condition:

1. The applicant and developer of the proposed Master Planned Development Plan shall adhere to and meet all requirements of the Planned Development and Traffic Contribution Agreement submitted with the application for Major Amendment to a Planned Development Zone.

AYE: Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Chairman Anton Kreisl

Passed

e. **Preliminary Plat - Sunrise Residential - 9850 West Midway Road**

Mr. Gilmore gave an overview of the application and answered questions from the Board. He said the applicant is proposing to subdivide approximately 516 acres into 1,590 platted lots for residential use. Mr. Gilmore stated the current zoning is Planned Development (PD) and the Future Land Use is Mixed Use (MXD). He showed the surrounding zoning and Future Land Use for the municipal boundaries of St. Lucie County and Port St. Lucie.

No one spoke for or against the Preliminary Plat.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission with one condition:

1. Prior to the submittal of the Final Plat, the applicant shall address all the City of Fort Pierce Engineering Comments on the Plat document.

AYE: Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Justine Carter, Chairman Anton Kreisl

Passed

f. **Conditional Use with New Construction - Rowe Duplex**
1001 Tennessee Avenue

Mr. Gilmore gave an overview of the application and answered questions from the Board. The request is to build a 2,595 square foot residential duplex with associated site improvements on one (1) parcel of land located in the (C-1), Office Commercial zone with a Future Land Use of Office Professional (OP). The site plan will include three (3) parking spaces per unit; above the minimum required parking spaces and the applicant is proposing the installation of additional landscaping.

David Rowe, owner, said he has owned the property for 60 years, and he wants to put the property to good use.

Motion was made by Nichelle Clemons, and seconded by Gloria Baxevanis to forward a recommendation of approval to the City Commission with the following four (4) conditions:

1. Prior to Certificate of Occupancy, a Landscape Maintenance Agreement is required: The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
   a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
   b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.
   c. Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the

special magistrate for appropriate action.

2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City-regulated trees proposed to be removed as a result of this site's development/construction activity.
3. The proposed sidewalk on South 10th Street and Tennessee Avenue shall be constructed per the City of Fort Pierce Details. A Right-of-Way permit application shall be required and approved by the City of Fort Pierce Engineering Department prior to sidewalk installation.
4. Prior to Certificate of Occupancy, a sidewalk easement shall be required and filed for the portion of sidewalk on South 10th Street to Tennessee Avenue that crosses onto the property.

AYE: John Heaning, Alexander Edwards, Gloria Baxevanis, Justine Carter, Nichelle Clemons, Chairman Anton Kreisl

Passed

g. **Site Plan - Asphalt Plant - 4060 Selvitz Road**

Ms. Driver gave an overview of the application and answered questions from the Board. She said the request is to operate and maintain a portable asphalt plant. The subject parcel has a total of 12.79 acres but only 7.48 acres will be used for the "portable" asphalt plant. While the plant is portable, in that it is capable of being taken apart, shipped and set up in another location, the portable asphalt plant will be permanent on the property. The site is surrounded by Heavy Industrial (I-3) and Planned Development (PD) zoning districts and Heavy Industrial (HI) Future Land Uses. Ms. Driver showed the route plan and noted the applicant meets the landscape requirements.

Tom DeGrace, applicant representative from Culpepper & Terpening answered questions from the Board. He stated that access to the site was from the south driveway, but St. Lucie County asked them to use the driveway to the north. The applicant modified the driveway to get access along the private driveway in place. Mr. DeGrace said the typical hours of operation are 6 AM to 6 PM, but sometimes work is done at night as FDOT and St. Lucie County prefer night work due to traffic concerns. He noted there could be 24-hour shifts. Mr. DeGrace said the proposed stormwater management plan is a discharge pond and is addressed on the site plan.

Rick Mancil, owner of property to the north, granted an access easement, which allows the applicant to use the asphalt roadway. Maintenance is included in the access agreement and shared by all parties. Mr. Mancil said he owns an asphalt plant in Palm City and has been in business for 36 years. He employs 30–40 people, including truck drivers and operators, and only 3–5 people actually work on site. He stated the operation is quiet with no emissions and a lot of the day nothing is running because they are loading out.

Motion was made by John Heaning, and seconded by Alexander Edwards to forward a recommendation of approval with the following two (2) conditions:

1. Prior to issuance of the final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
   - All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

2. A painted stop bar and defined driveway/width at the property line is required to be installed prior to issuance of the final certificate of occupancy.

AYE: Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Chairman Anton Kreisl

Passed

7. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

8. **DIRECTOR'S REPORT**

Mr. Freeman explained the city is working through the law enforcement impact fee that will be tied to the impact of development on police services. He said the final data, provided by the police department, will go to the consultant and recommendations will be presented to the City Commission.

Mr. Freeman said he will be presenting a number of ordinances that the Planning Board has seen at the August 19, 2024, City Commission meeting. He said he is hoping to bring the Port Overlay District back to the Planning Board in September.

Mr. Freeman stated he is making very good progress with code changes which are part of the city's strategic plan. He noted that he was already processing some of the code changes prior to the updated strategic plan.

Mr. Freeman said staff is spending lots of time working through the new Tyler online application submittal system.

Mr. Freeman noted the Wave Garden issued a request to move forward with a Community Development District (CDD). It will go to the City Commission once it has been reviewed by the legal department.

Mr. Freeman said the first Live Local Affordable Housing Development has been approved. Since the Live Local Act does not require any public hearings and is approved administratively like a Minor Site Plan, Mr. Freeman said he will bring an update to the Planning Board.

Chairman Kreisl asked about inter-agency roadway improvements. Mr. Freeman said this was used for the Sunrise Planned Development project. All the agencies were pulled together and reviewed the traffic analysis in parallel. In the future, the different agencies will team together to review large-scale developments and developments on the edge of the city.

9. BOARD COMMENTS

Chairman Kreisl asked if there were any updates on amending the Family Entertainment Center definition. Mr. Freeman stated the definition to amend the Family Entertainment Center use and the use table to incorporate it in certain zoning districts will go to the August 19, 2024, City Commission meeting for approval.

Mr. Edwards asked for updates on the Sandridge development. Mr. Freeman said there are no updates because of the high roadway improvement cost required by St. Lucie County.

10. ADJOURNMENT

August 15, 2024

George Landry, County Administrator
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Landry,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexation of properties located at 1835 Sandridge Road and 1839 Sandridge Road in Fort Pierce, Florida, Parcel IDs: 2404-111-0003-010-1 and 2404-111-0003-000-8. The first reading of the prospective annexation is scheduled for the City Commission meeting on Monday, September 16, 2024.

Please find enclosed copies of the application and Technical Review Committee memo for this voluntary request by the property owner. Feel free to contact Kevin Freeman, Planning Director, at 772-467-3730, or Kerry C. Driver, Planner at 772-467-3739 with any questions you may have.

Respectfully,

Kerry C. Driver
Planner

cc: Daniel S. Mcintyre, County Attorney
Nick Mimms, P.E., City Manager
Linda Cox, MBA, City Clerk
Sara Hedges, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Boundary Survey

August 15, 2024

Daniel S. Mcintyre, County Attorney
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Mcintyre,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexation of properties located at 1835 Sandridge Road and 1839 Sandridge Road in Fort Pierce, Florida, Parcel IDs: 2404-111-0003-010-1 and 2404-111-0003-000-8.The first reading of the prospective annexation is scheduled for the City Commission meeting on Monday, September 16, 2024.

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Respectfully,

Kerry C. Driver
Planner

cc: George Landry, County Administrator
Nick Mimms, P.E., City Manager
Linda Cox, MBA, City Clerk
Tanya Earley, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Boundary Survey

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: KERRY DRIVER, PLANNER

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: ANNEXATION - 1835 & 1839 SANDRIDGE RD.

CAO RLS FILE: RLS 24-294

DATE: JULY 24, 2024

I have reviewed the above Request for Legal Services regarding an Ordinance for the Annexation of two properties on Sandridge Road. Please make the following corrections to the Ordinance:

1. In the title block, please amend the first clause to delete "parcel two being located" to read as follows: AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE TWO (2) PARCELS AT OR NEAR 1835 SANDRIDGE ROAD AND AT OR NEAR APPROXIMATELY 1839 SANDRIDGE ROAD AND SHOWN ON EXHIBIT A…
2. In the first whereas clause, delete the second semicolon.
3. In the third whereas clause, place the semicolon before the word and.
4. In the fourth whereas clause, delete the period and include a semicolon and the word and to match the other whereas clauses.
5. In section 4, capitalize the word Ordinance.

You will not need to resubmit the Ordinance so long as you make the above corrections. With the above corrections included, the Ordinance 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 **12. e.**

Meeting Date: 09/16/2024

Re: Rowe Duplex - 1001 Tennessee Avenue

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Quasi-Judicial Hearing - Review and Approval of an application for a Conditional Use with New Construction (Development Review & Design Review) by property owner, David Rowe, to construct a Residential Duplex Apartment building totaling 2,595 square feet with associated site improvements, located at 1001 Tennessee Avenue in Fort Pierce, Florida, more specifically located at Parcel Control Number: 2415-703-0220-000-6.

SUMMARY:

The proposed development will include two (2) residential units. Both units will include a covered entry, 2-bedroom – 2-bathroom floor plan, utility area for washer and dryer, kitchen, living room, and covered lanai. The site plan will include three (3) parking spaces per unit; above the minimum required parking spaces of two (2) parking spaces per unit. In addition, the applicant is proposing the installation of additional landscaping and adhering to the bike parking requirement of the City's Land Development Code by installation of a bike to accommodate up to five bikes.

This Conditional Use application is the result of the City's Land Development Code's Allowed Use Table (City Code Section 125-187). The proposed use of a Residential Duplex is a Conditional Use in the C-1, Office Commercial Zone. Per City Code Section 125-235. – Purpose: The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

RECOMMENDATION:

The proposed Conditional Use with New Construction application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requested application with the following conditions:

1. Prior to Certificate of Occupancy, a Landscape Maintenance Agreement is required:

The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

b.

In case of violation:

Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the special magistrate for appropriate action.

2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

3. The proposed sidewalk on South 10th Street and Tennessee Avenue shall be constructed per the City of Fort Pierce Details. A Right-of-Way permit application shall be required and approved by the City of Fort Pierce Engineering Department prior to sidewalk installation.

4. Prior to Certificate of Occupancy, a sidewalk easement shall be required and filed for the portion of sidewalk on South 10th Street to Tennessee Avenue that crosses onto the property.

ALTERNATIVES:

- Approval with alternate conditions
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

Potential increase in property tax revenue.

Attachments

Staff Presentation
Staff Report
Staff Report Supporting Documents
Application and Supporting Documents
Public Notice Certification
Site Plan for Electronic Signature

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	09/04/2024 05:44 PM

Form Started By: Vennis Gilmore
Started On: 08/29/2024 05:57 PM
Final Approval Date: 09/04/2024

CITY OF FORT PIERCE

CITY COMMISSION

SEPTEMBER 16th, 2024

Rowe Duplex – Conditional Use with New Construction
(2415-703-0220-000-6)
1001 Tennessee Avenue

APPLICANT/OWNER

Davide Rowe

PARCEL ID #(S):

2415-703-0220-000-6

Request for review of application for a Condition Use to build a Residential Duplex on one (1) parcel of land located in the C-1, Office Commercial Zone and located at 1001 Tennessee Avenue.

SUMMARY

Request for review of an application for a Conditional Use with New Construction to construct a Residential Duplex Apartment building totaling 2,595 square feet with associated site improvements.

BACKGROUND

The proposed development will include two (2) residential units. Both units will include a covered entry, 2-bedroom – 2-bathroom floor plan, utility area for washer and dryer, kitchen, living room, and covered lanai. The site plan will include three (3) parking spaces per unit; above the minimum required parking spaces of two (2) parking spaces per unit. In addition, the applicant is proposing the installation of additional landscaping and adhering to the bike parking requirement of the City's Land Development Code by installation of a bike to accommodate up to five bikes.

CONDITIONAL USE

Sec. 125-237. - Procedure for the review and approval of conditional uses.

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 125-236, shall be reviewed as a unit in accordance with the requirements of section 125-313 except that:

(1)The city commission shall hold a public hearing in accordance with the provisions of section 125-37 prior to acting on the application for conditional use.

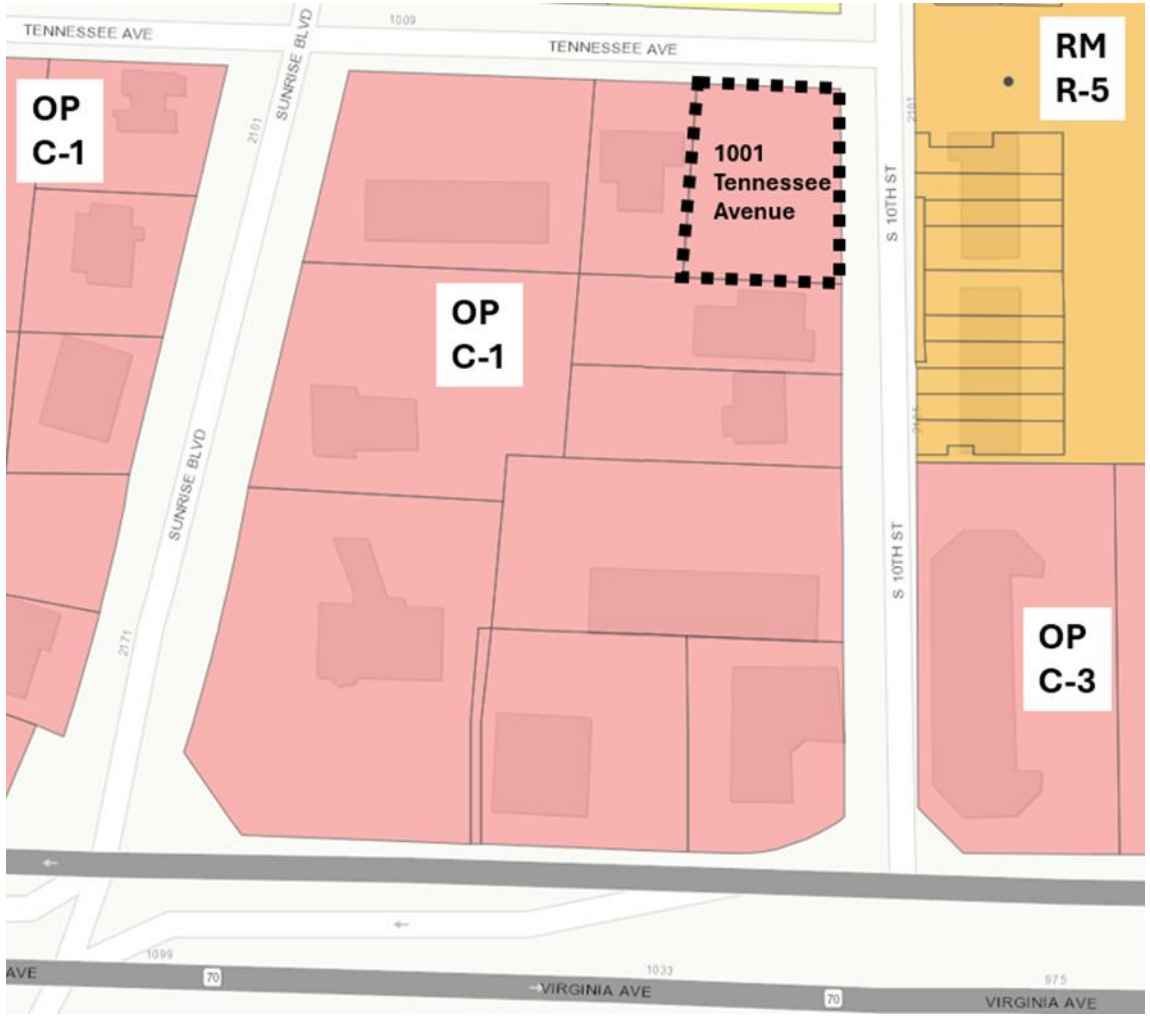
(2)In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

SITE LOCATION

SITE AREA=
0.29 +/- Acres



FLU-ZONING MAP



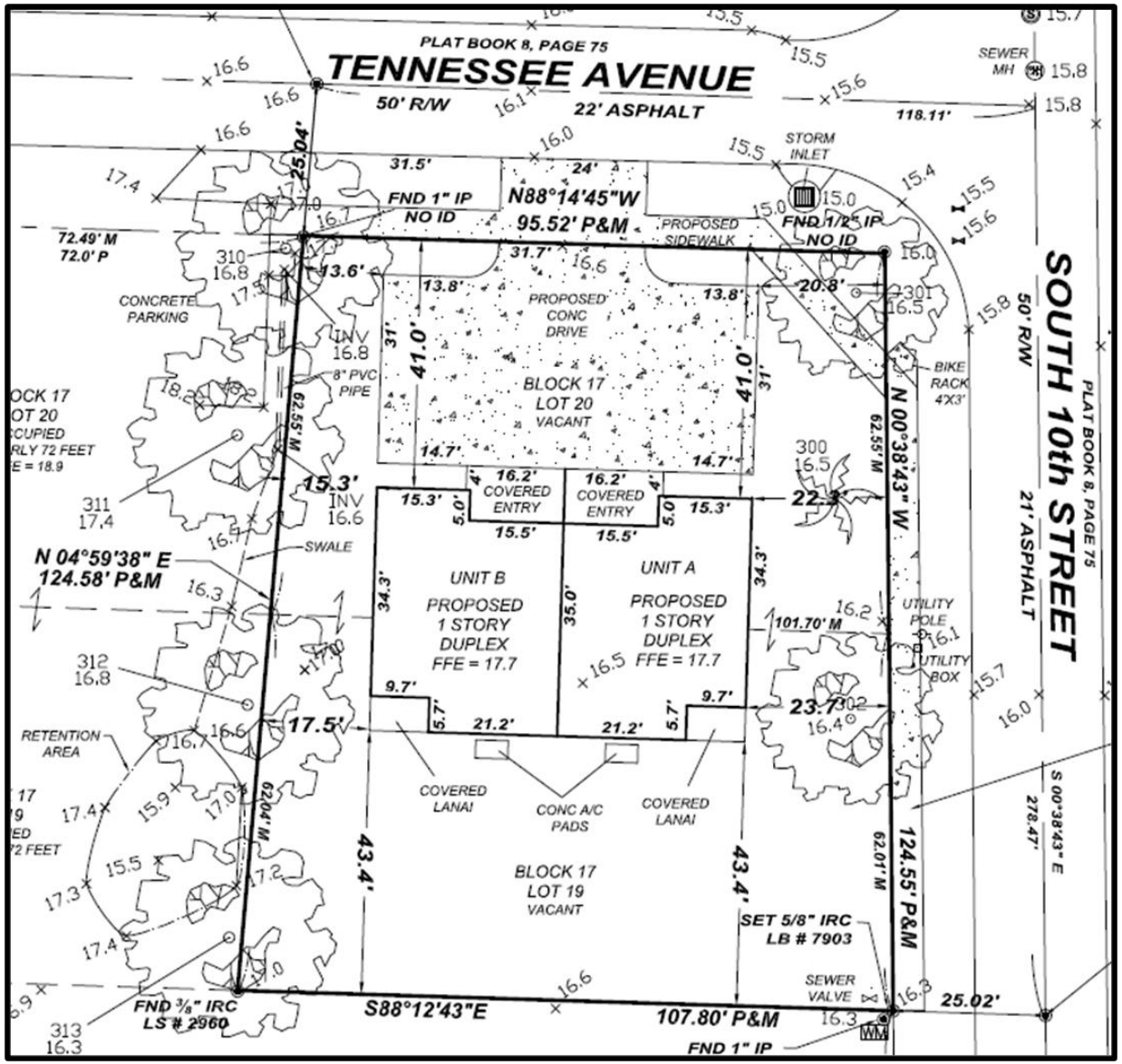
Rowe Duplex – Conditional Use with New Construction

SITE PLAN

One (1) duplex building:

- Building Area – 2,595 sf total
  Unit A – 1,298 sf
  Unit B – 1,297 sf

  6 parking spaces
  5 bicycle spaces



DESIGN REVIEW



Exterior Colors: Behr Baja and Polar Bear White



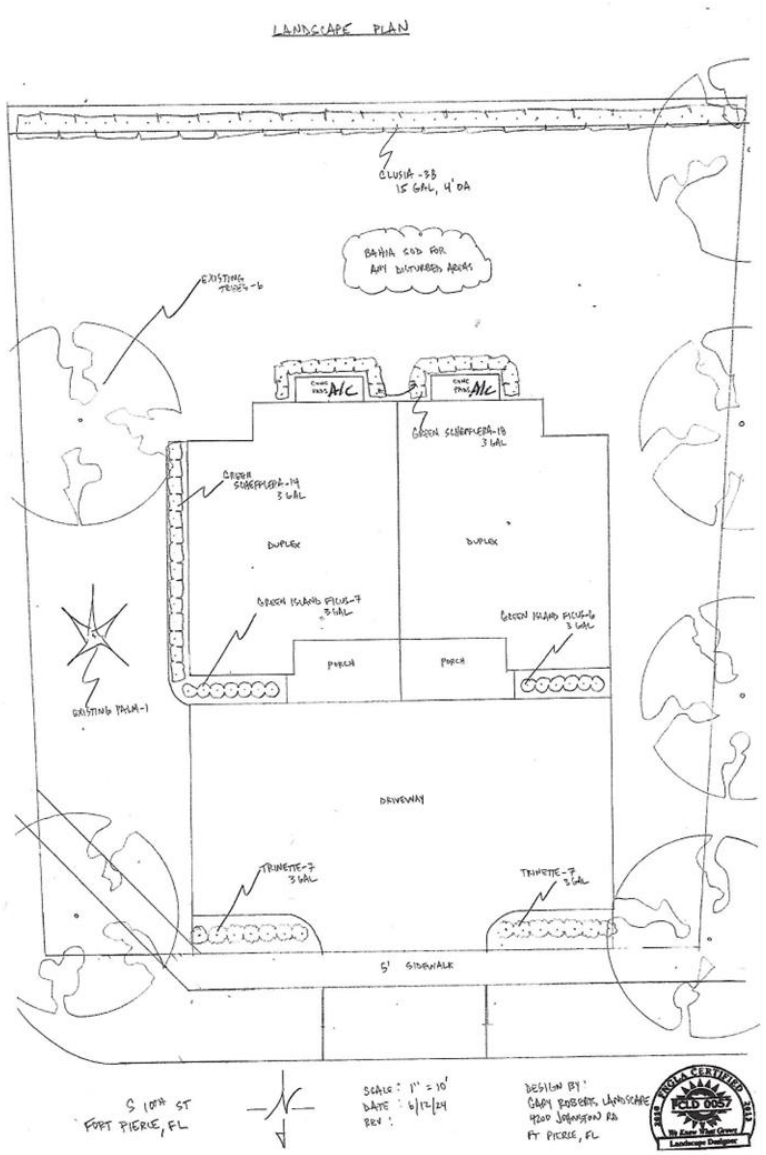
LANDSCAPE PLAN

- Trees: No additional trees. Only existing Oaks and Palms (6 Oaks, 1 Palm)

- Shrubs: 13 Green Island Ficus, 21 Green Arboricola, 38 Clusia Bush and 14 Trinette.

- Groundcover: Bahia Sod

- New Irrigation will be installed.



CONDITIONS OF APPROVAL

Conditions of Development (Conditional Use with New Construction)

1. Prior to Certificate of Occupancy, a Landscape Maintenance Agreement is required:

The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

CONDITIONS OF APPROVAL

Conditions of Development (Conditional Use with New Construction)

In case of violation:

Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the special magistrate for appropriate action.

2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

3. The proposed sidewalk on South 10th Street and Tennessee Avenue shall be constructed per the City of Fort Pierce Details. A Right-of-Way permit application shall be required and approved by the City of Fort Pierce Engineering Department prior to sidewalk installation.

4. Prior to Certificate of Occupancy, a sidewalk easement shall be required and filed for the portion of sidewalk on South 10th Street to Tennessee Avenue that crosses onto the property.

PLANNING BOARD RECOMMENDATION

The Planning Board, at their August 12, 2024 meeting, voted unanimously to recommend Approval of the request.

STAFF RECOMMENDATION

Staff recommendation is for the City Commission to APPROVE the proposed Site Plan (Conditional Use with New Construction), noting the 4 (four) recommended conditions.

ALTERNATIVE MOTIONS

1. Modified Approval.

or

2. Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

SEPTEMBER 16th, 2024

Rowe Duplex – Conditional Use with New Construction
(2415-703-0220-000-6)
1001 Tennessee Avenue

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: ROWE DUPLEX – CONDITIONAL USE WITH NEW CONSTRUCTION

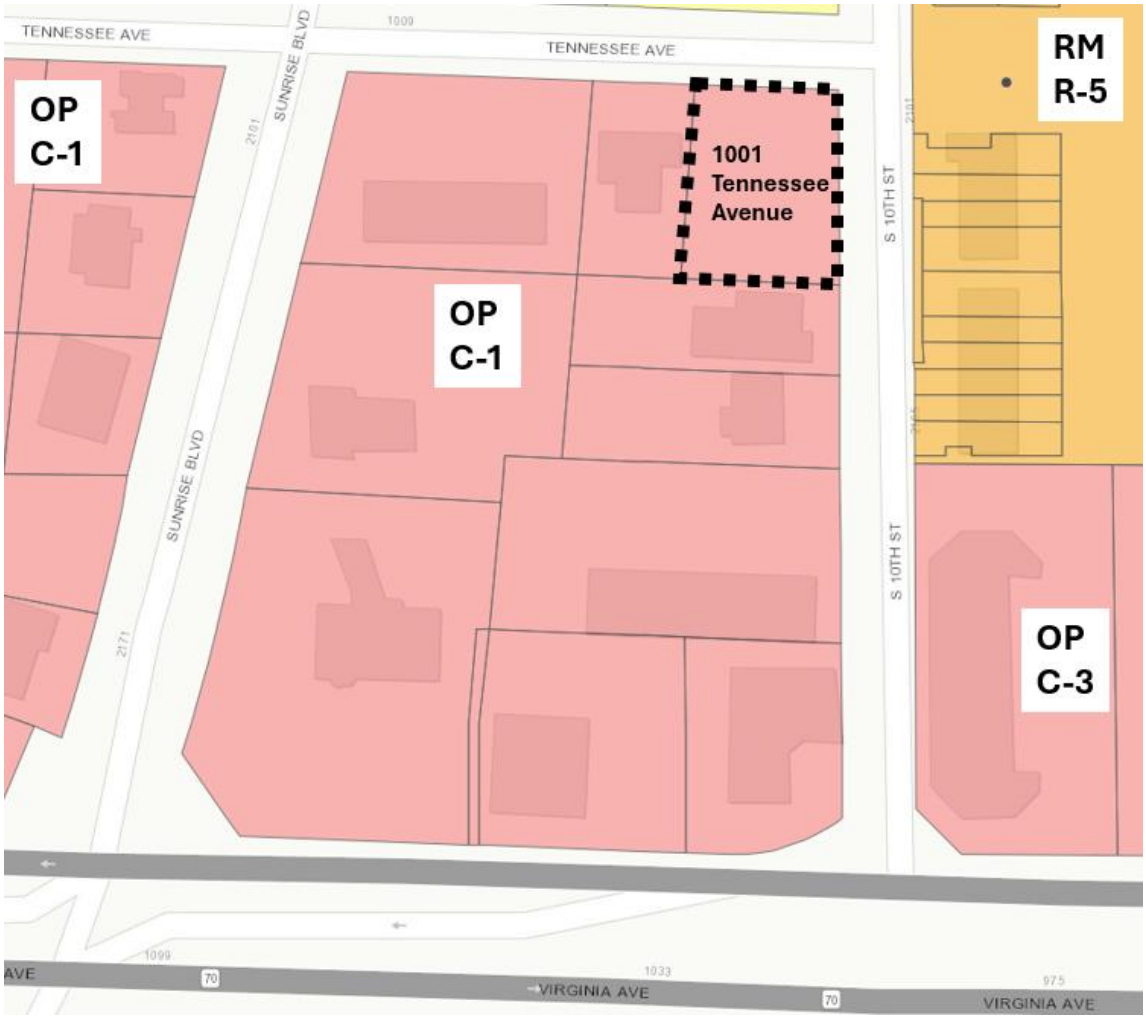
REVIEWER: VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR

DATE: AUGUST 30, 2024

STAFF REPORT

Owner:	David Rowe
Applicant/Representative:	Same as Owner
Requested Action:	Conditional Use with New Construction
Location:	1001 Tennessee Avenue
Parcel IDs:	2415-703-0220-000-6
Current Zoning:	C-1, Office Commercial Zone
Future Land Use:	OP, Offices – Professional and Business Services





Surrounding FLU:

North	East	South	West
RL	RM	OP	OP

Surrounding Zoning:

North	East	South	West
R-2	R-5	C-1	C-1

Site Area: +/- 0.29 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis:

Request
Request for review of an application for a Conditional Use with New Construction to construct a Residential Duplex Apartment building totaling 2,595 square feet with associated site improvements.

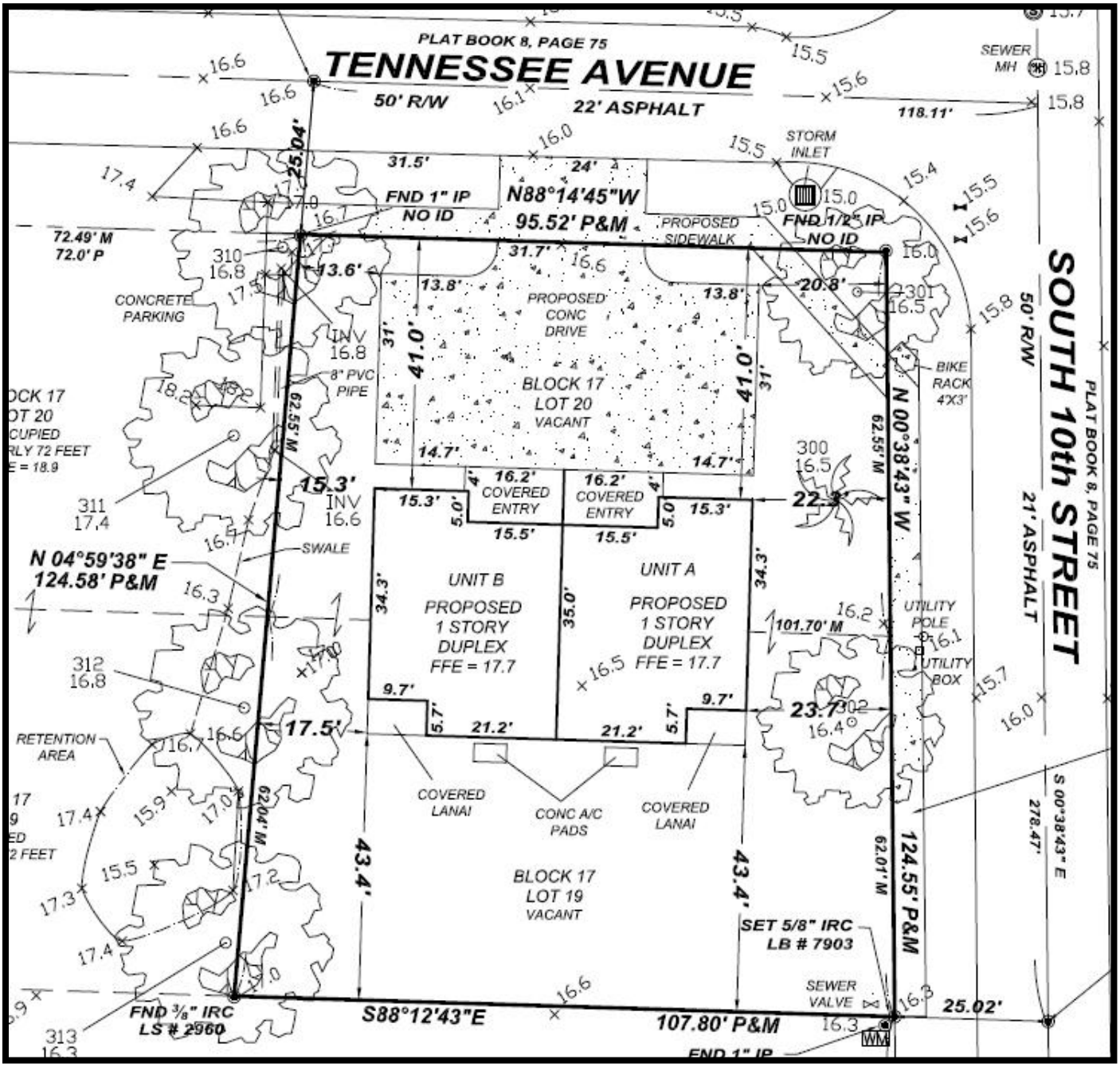
Project Summary
The proposed development will include two (2) residential units. Both units will include a covered entry, 2-bedroom – 2-bathroom floor plan, utility area for washer and dryer, kitchen, living room, and covered lanai. The site plan will include three (3) parking spaces per unit; above the minimum required parking spaces of two (2) parking spaces per unit. In addition, the applicant is proposing the installation of additional landscaping and adhering to the bike parking requirement of the City's Land Development Code by installation of a bike to accommodate up to five bikes.

This Conditional Use application is the result of the City's Land Development Code's Allowed Use Table (City Code Section 125-187). The proposed use of a Residential Duplex is a Conditional Use in the C-1, Office Commercial Zone. Per City Code Section 125-235. – Purpose: The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

Future Land Use and Zoning
The Offices – Professional and Business Services (OP) Future Land Use designation provides for office and limited commercial developments or horizontal and vertical mixed-use developments. Commercial uses that do not directly sell, store, or display goods, and generate limited auto trips are allowed within this district. Permitted uses allowed within this designation include limited convenience commercial uses, restaurants, and hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. Multifamily residences also allowed. This land use designation allows a maximum density of 18 dwelling units per acre and a maximum FAR of 1.0. Residential uses shall comprise up to 20 percent of the total floor area of the OP future land use designation.

The subject site has a Zoning District Classification of Office Commercial Zon (C-1) District which is intended primarily for uses involving business and institutional uses which do not involve the direct sale or display of goods, the production of goods or the storage or shipment of bulk or large volume materials. Convenience commercial facilities, restaurants and certain other uses are allowed when appropriate conditions and safeguards indicated in this section are fulfilled. Uses in this district should have good access to arterial or collector streets. This district is sometimes suitable for use as a buffer separating other commercial zones from residential districts.

Proposed Site Plan



Existing Conditions
The site is currently vacant land. The subject parcel has a total of approximately 0.29 acres. The site is surrounded by an office to the north and west, residential uses to the east, and south.

Design
One (1) duplex building:

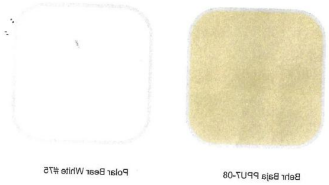
- Building Area – 2,595 sf total
  - Unit A – 1,298 sf
  - Unit B – 1,297 sf

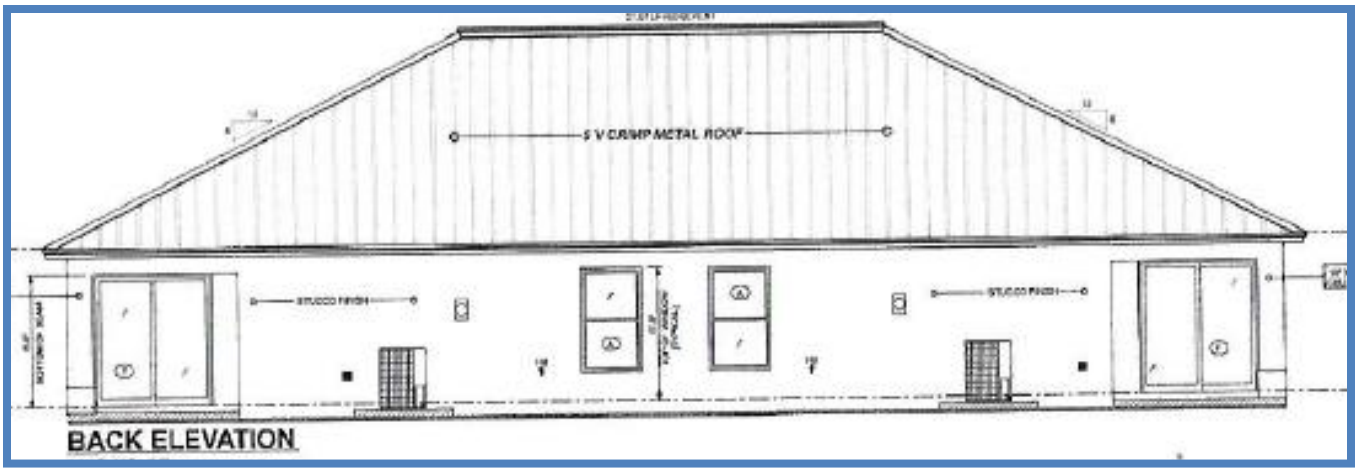
6 parking spaces
5 bicycle spaces

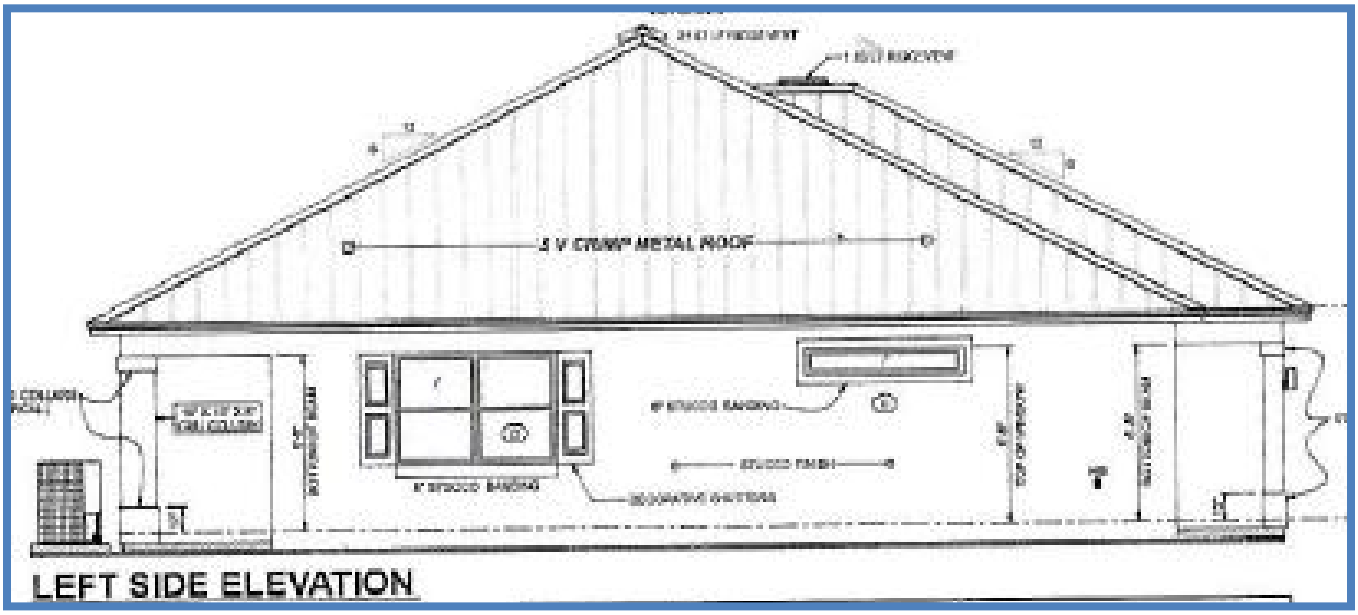
The design intent for this project is to provide an attractive site design along with aesthetically pleasing and modern-architectural design for the proposed residential use. While the proposed design is intended to be aesthetically pleasing, it is also intended to provide functionality for its use as an residential site. This shall be accomplished using site elements, landscape vegetation and architectural features. Site elements for the subject property shall include features such as a roof pitch of 6/12, front hip roof extension that spans the two (2) front porches, textured stucco with smooth banding, decorative shutters to windows facing Tennessee Avenue, aluminum impact insulated windows, and 6-panel embossed front doors with peep holes.

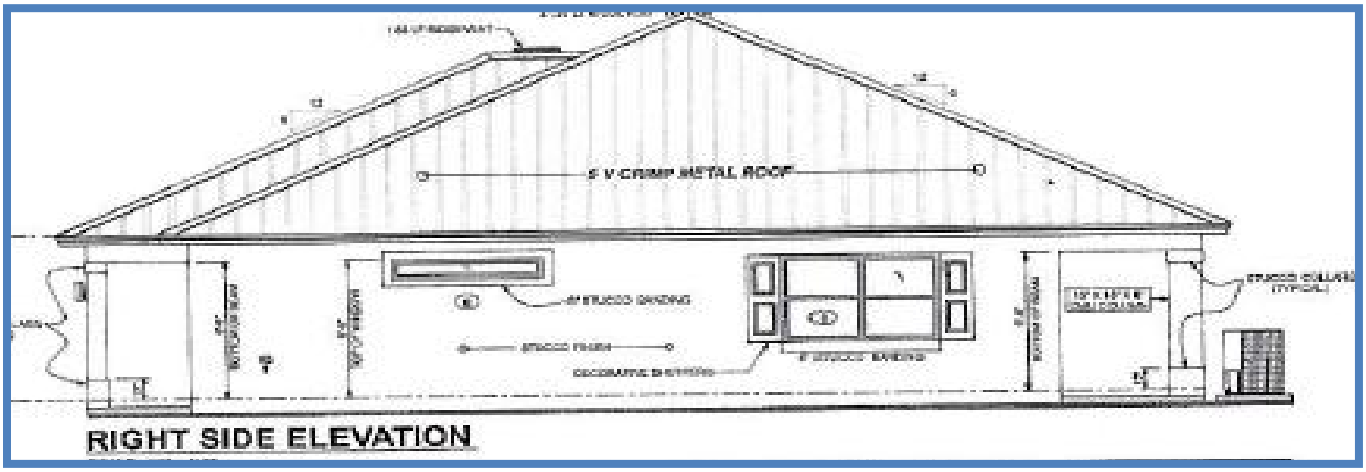


Exterior Colors: Behr Baja and Polar Bear White





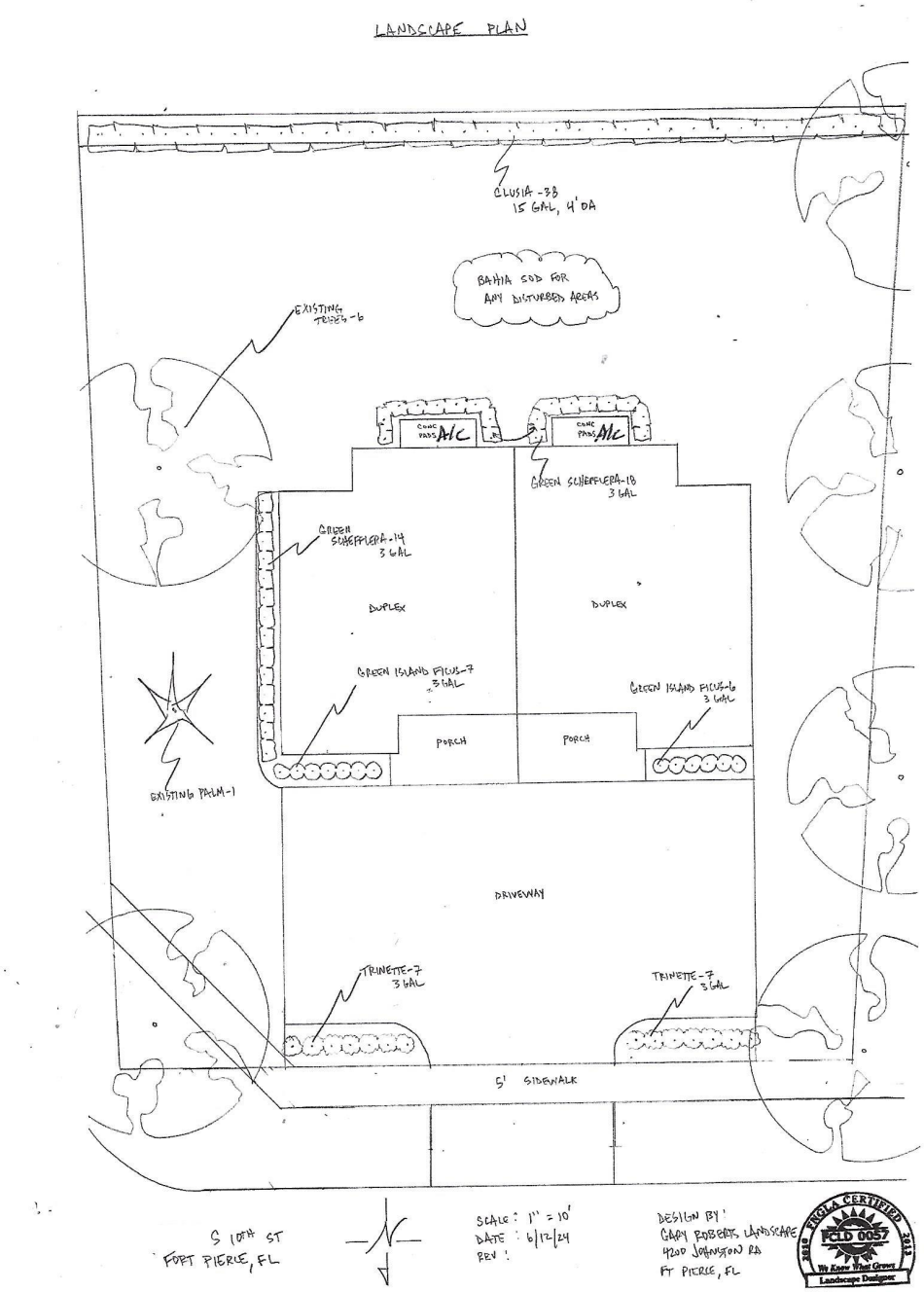




Landscaping

The plant-schedule the applicant is proposing consists of a total of 155 trees. The applicant is also proposing to keep existing trees, plant shrubs, and install irrigation. The plans will involve the following:

- Trees: No additional trees. Only existing Oaks and Palms (6 Oaks, 1 Palm)
- Shrubs: 13 Green Island Ficus, 21 Green Arboricola, 38 Clusia Bush and 14 Trinette.
- Groundcover: Bahia Sod
- New Irrigation will be installed.



Summary of Technical Review Committee

All affected departments have reviewed the proposed Development Plan with regards to consistency with established ordinances and requirements of the City Code.

Fort Pierce Engineering Department
See Supporting Documents.
Fort Pierce Building Department
No comments received.
St. Lucie County Planning Department
No comments received.
St. Lucie County PW/Engineering
No comments received.
Fort Pierce Police Department
See Supporting Documents.
City Clerk Office
No comments received.
Code Enforcement
No comments received.
Fort Pierce Utilities Authority
See Supporting Documents.
St. Lucie County Fire District
No comments received
Florida Department of Transportation
No comments received.
St. Lucie County School Board
No comments received.
St. Lucie Transportation Planning Organization
No comments received.
St. Lucie County Transit – Area Regional Transit
No comments received.

Full findings and comments from review by the corresponding departments, and the responses and plan amendments by the applicant are provided for consideration by the Planning Board.

Planning Board Recommendation:
The Planning Board unanimously recommended approval of the proposed Annexation, at their August 12th, 2024, meeting.

Staff Recommendation:
The proposed Conditional Use with New Construction application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requested application with the following conditions:

1. Prior to Certificate of Occupancy, a Landscape Maintenance Agreement is required:

   The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

   a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

In case of violation:

Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the special magistrate for appropriate action.

2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

3. The proposed sidewalk on South 10th Street and Tennessee Avenue shall be constructed per the City of Fort Pierce Details. A Right-of-Way permit application shall be required and approved by the City of Fort Pierce Engineering Department prior to sidewalk installation.

4. Prior to Certificate of Occupancy, a sidewalk easement shall be required and filed for the portion of sidewalk on South 10th Street to Tennessee Avenue that crosses onto the property.

D R A F T

CITY OF FORT PIERCE
PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, AUGUST 12, 2024, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Justine Carter; Nichelle Clemons; John Heaning; Alexander Edwards; Gloria Baxevanis; Anton Kreisl, Chairman

Absent: Uline Daniel

Staff Present: Kev Freeman, Planning Director
Vennis Gilmore, Assistant Planning Director
Kerry Driver, Planner
Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Ms. Daniel was excused.

5. APPROVAL OF MINUTES

a. Planning Board Minutes June 10, 2024

Motion was made by John Heaning, and seconded by Nichelle Clemons to approve the minutes from the June 10, 2024 meeting.

AYE: John Heaning, Alexander Edwards, Gloria Baxevanis, Justine Carter, Nichelle Clemons, Chairman Anton Kreisl

Passed

6. NEW BUSINESS

a. Zoning Text Amendment - Chapter 125 - Zoning, Article V - Conditional Uses, Section 125-243 - Innovative Residential Developments

Mr. Freeman gave an overview of the application and answered questions from the Board. He explained that the Innovative Residential Developments are for small mixed use or residential lots, not needing a major planned development. Mr. Freeman said the city's Comprehensive Plan supports innovative and affordable residential and mixed-use development. He noted the city will need to develop administrative procedures that modify development requirements and streamline development approval procedures. Mr. Freeman stated the City would allow the development of accessory dwelling units in all low and medium density zoning districts. Mr. Freeman highlighted the Innovative Community Development code supports the elements of the accepted Affordable Housing Advisory Committee (AHAC) incentive strategies. Mr. Freeman provided a summary of the code amendments, and he explained the purpose of the subjective review to enhance the community.

Chairman Kreisl asked if this process would function like a Planned Development. Mr. Freeman said yes, the text amendment will give more flexibility to what can be built. He also answered questions from the Board about parking, green space and if the neighbors would be notified.

Mr. Freeman concluded by saying the applicants will need to show how they are contributing to the community. He said nothing is guaranteed and there are no entitlements. Mr. Freeman compared the innovative development to an action plan for the community.

Ms. Carter said it is nice to see the bigger picture of things and Chairman Kreisl said the text amendment is an ambitious and creative idea.

Chad Ingram, a resident, stated he supports the idea, and the Innovative Residential Development plan will have an economic impact on infill lots. He said there will be people living in various sized structures and it will allow a flow of houses along the street. He noted it is for people who are livened by the community and still want to have their own space but still be connected.

Henry Harbinson, a resident, said the idea is good for housing and developers and will blend in well with the neighborhood.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval to the City Commission for the proposed amendments.

AYE: Alexander Edwards, Gloria Baxevanis, Justine Carter, Nichelle Clemons, John Heaning, Chairman Anton Kreisl

Passed

b. **Annexation - Savannah Landing Partners**
2427-801-0056-000-3 and 2427-801-0053-000-2

Ms. Driver gave an overview of the annexation and answered questions from the Board. She said the Annexation is for two (2) parcels of land at or near the intersection of S. US Highway 1 and Dickson Drive. Ms. Driver stated the subject properties have a St. Lucie County Future Land Use designation of Residential High (RH) and a St. Lucie County zoning designation of Residential Multi Family. She said the proposed City Future Land Use designation is Residential High (RH) with a zoning classification of High Density Residential (R-5). The total site area is around 7.26 acres and the current value is $756,500.

Mr. Heaning asked who owns Dickson Drive. He said the road is in need of repair. Mr. Freeman said the road will need to meet county standards and a larger conversation with the city is needed for the city to consider taking over the road.

James Hackett, applicant, stated he understands the roadway approval process with St. Lucie County and the issues will be addressed at the site plan stage. He said the overall vision is for multifamily affordable housing, and he said at this time he does not know what is going to happen at 310 Dickson Drive.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission.

AYE: Gloria Baxevanis, Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Chairman Anton Kreisl

Passed

c. **Annexation - 1835 and 1839 Sandridge Road**

Ms. Driver gave an overview of the application and answered questions from the Board. She stated the properties have a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County zoning classification of Commercial General (CG). The proposed City Future Land Use designation is General Commercial (GC) with a zoning classification of General Commercial (C-3). The site is approximately 2.15 acres and the value of the property is $600,000.

Jason Merritt, property owner, stated the future use of the property will be a restaurant and outdoor entertainment. He stated they are having major issues with the St. Lucie County roadway and the required setbacks shrinking the size of the property.

Jon Nolli, a business owner, said he owns the land to the south. He stated he wants to develop a creative community-oriented place for people to hang out. Mr. Nolli said the property is long and skinny and what they want to do may not work because of the setbacks and problems with the road.

Kev Freeman noted the city will not accept a county road without it being fixed. He said the setbacks can be resolved through the Planned Development process and any roadway negotiations need to be made with St. Lucie County. Mr. Freeman suggested phasing of the project and on-street parking to help with the roadway negotiations and cost.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval to the City Commission.

AYE: Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Chairman Anton Kreisl

Passed

d. **Major Amendment to Planned Development (Master Planned Development) Sunrise Residential - 9850 Midway Road**

Mr. Gilmore gave an overview of the application and answered questions from the Board on Midway roadway improvements. He stated the request is for a Major Amendment to a Planned Development (PD) zone of two (2) parcels of land to amend the PD Zoning from Village at Midway Planned Development to Sunrise Residential Planned Development. Mr. Gilmore said the site area is approximately 516 acres and the Future Land Use is Mixed Use Development (MXD). He showed the adjoining St. Lucie County and Port St. Lucie properties zoning and Future Land Use. Mr. Gilmore provided a brief history of the parcels and compared the original Village at Midway PD plan to the proposed Master Plan Development. He stated the proposed PD plan will be built in two phases and has fewer residential units and less commercial space, which will be a reduction in traffic value. Mr. Gilmore stated the applicant still needs to work with St. Lucie County on the traffic review.

Mr. Freeman said there is significant development on Midway Road with this development and other developments in surrounding municipalities. He stated a Master PD agreement including the traffic contribution improvements is currently being reviewed and will need to be finalized before going to the City Commission. Mr. Freeman said the city has been working with Port St. Lucie, St. Lucie County, Transportation Planning Organization (TPO) and FDOT to keep them informed of the loading and improvements on Midway Road. He highlighted it is important to align with the other developments in the area.

Steve Garrett, applicant representative from Lucido and Associates, gave a presentation on the Sunrise Planned Development and said this will be the southern gateway to the City of Fort Pierce. He showed a rendering of the development plan highlighting the residential single-family and multifamily units and the environmental conservation passive recreation area. Mr. Garrett said the main entrance would be off of Midway Road, and they would be adding an arterial road and an access easement. He said they hope to expand the environmental conservation passive recreation area to the north with other agencies and have over three (3) miles of trail. Mr. Garrett answered questions from the Board on access points and connection to Port St. Lucie, green space, and single-family lot sizes.

Motion was made by John Heaning, and seconded by Gloria Baxevanis to forward a recommendation of approval to the City Commission with the following condition:

1. The applicant and developer of the proposed Master Planned Development Plan shall adhere to and meet all requirements of the Planned Development and Traffic Contribution Agreement submitted with the application for Major Amendment to a Planned Development Zone.

AYE: Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Chairman Anton Kreisl

Passed

e. **Preliminary Plat - Sunrise Residential - 9850 West Midway Road**

Mr. Gilmore gave an overview of the application and answered questions from the Board. He said the applicant is proposing to subdivide approximately 516 acres into 1,590 platted lots for residential use. Mr. Gilmore stated the current zoning is Planned Development (PD) and the Future Land Use is Mixed Use (MXD). He showed the surrounding zoning and Future Land Use for the municipal boundaries of St. Lucie County and Port St. Lucie.

No one spoke for or against the Preliminary Plat.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission with one condition:

1. Prior to the submittal of the Final Plat, the applicant shall address all the City of Fort Pierce Engineering Comments on the Plat document.

AYE: Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Justine Carter, Chairman Anton Kreisl

Passed

f. **Conditional Use with New Construction - Rowe Duplex**
1001 Tennessee Avenue

Mr. Gilmore gave an overview of the application and answered questions from the Board. The request is to build a 2,595 square foot residential duplex with associated site improvements on one (1) parcel of land located in the (C-1), Office Commercial zone with a Future Land Use of Office Professional (OP). The site plan will include three (3) parking spaces per unit; above the minimum required parking spaces and the applicant is proposing the installation of additional landscaping.

David Rowe, owner, said he has owned the property for 60 years, and he wants to put the property to good use.

Motion was made by Nichelle Clemons, and seconded by Gloria Baxevanis to forward a recommendation of approval to the City Commission with the following four (4) conditions:

1. Prior to Certificate of Occupancy, a Landscape Maintenance Agreement is required: The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
   a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
   b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.
   c. Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the

special magistrate for appropriate action.

2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City-regulated trees proposed to be removed as a result of this site's development/construction activity.
3. The proposed sidewalk on South 10th Street and Tennessee Avenue shall be constructed per the City of Fort Pierce Details. A Right-of-Way permit application shall be required and approved by the City of Fort Pierce Engineering Department prior to sidewalk installation.
4. Prior to Certificate of Occupancy, a sidewalk easement shall be required and filed for the portion of sidewalk on South 10th Street to Tennessee Avenue that crosses onto the property.

AYE: John Heaning, Alexander Edwards, Gloria Baxevanis, Justine Carter, Nichelle Clemons, Chairman Anton Kreisl

Passed

g. **Site Plan - Asphalt Plant - 4060 Selvitz Road**

Ms. Driver gave an overview of the application and answered questions from the Board. She said the request is to operate and maintain a portable asphalt plant. The subject parcel has a total of 12.79 acres but only 7.48 acres will be used for the "portable" asphalt plant. While the plant is portable, in that it is capable of being taken apart, shipped and set up in another location, the portable asphalt plant will be permanent on the property. The site is surrounded by Heavy Industrial (I-3) and Planned Development (PD) zoning districts and Heavy Industrial (HI) Future Land Uses. Ms. Driver showed the route plan and noted the applicant meets the landscape requirements.

Tom DeGrace, applicant representative from Culpepper & Terpening answered questions from the Board. He stated that access to the site was from the south driveway, but St. Lucie County asked them to use the driveway to the north. The applicant modified the driveway to get access along the private driveway in place. Mr. DeGrace said the typical hours of operation are 6 AM to 6 PM, but sometimes work is done at night as FDOT and St. Lucie County prefer night work due to traffic concerns. He noted there could be 24-hour shifts. Mr. DeGrace said the proposed stormwater management plan is a discharge pond and is addressed on the site plan.

Rick Mancil, owner of property to the north, granted an access easement, which allows the applicant to use the asphalt roadway. Maintenance is included in the access agreement and shared by all parties. Mr. Mancil said he owns an asphalt plant in Palm City and has been in business for 36 years. He employs 30–40 people, including truck drivers and operators, and only 3–5 people actually work on site. He stated the operation is quiet with no emissions and a lot of the day nothing is running because they are loading out.

7. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

8. DIRECTOR'S REPORT

Mr. Freeman explained the city is working through the law enforcement impact fee that will be tied to the impact of development on police services. He said the final data, provided by the police department, will go to the consultant and recommendations will be presented to the City Commission.

Mr. Freeman said he will be presenting a number of ordinances that the Planning Board has seen at the August 19, 2024, City Commission meeting. He said he is hoping to bring the Port Overlay District back to the Planning Board in September.

Mr. Freeman stated he is making very good progress with code changes which are part of the city's strategic plan. He noted that he was already processing some of the code changes prior to the updated strategic plan.

Mr. Freeman said staff is spending lots of time working through the new Tyler online application submittal system.

Mr. Freeman noted the Wave Garden issued a request to move forward with a Community Development District (CDD). It will go to the City Commission once it has been reviewed by the legal department.

Mr. Freeman said the first Live Local Affordable Housing Development has been approved. Since the Live Local Act does not require any public hearings and is approved administratively like a Minor Site Plan, Mr. Freeman said he will bring an update to the Planning Board.

Chairman Kreisl asked about inter-agency roadway improvements. Mr. Freeman said this was used for the Sunrise Planned Development project. All the agencies were pulled together and reviewed the traffic analysis in parallel. In the future, the different agencies will team together to review large-scale developments and developments on the edge of the city.

9. BOARD COMMENTS

Chairman Kreisl asked if there were any updates on amending the Family Entertainment Center definition. Mr. Freeman stated the definition to amend the Family Entertainment Center use and the use table to incorporate it in certain zoning districts will go to the August 19, 2024, City Commission meeting for approval.

Mr. Edwards asked for updates on the Sandridge development. Mr. Freeman said there are no updates because of the high roadway improvement cost required by St. Lucie County.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Vennis Gilmore, Assistant Planning Director

From: Venetia Barnes, Stormwater Engineer

Thru: Tracy Telle, Engineering Manager

Re : Conditional Use w. New Construction – Duplex – 1001 Tennessee Avenue – TRC 24-04000003

Date : July 10, 2024

This is to advise you that we have completed the review of the following documents as received by this office on June 26, 2024:

☒ Conditional Use w. New Construction
☐ Construction Drawings
☐ Test Reports & Related Documents
☐ Executed Construction Contract
☐ Record Drawings
☐ Permits

Based on our reviews and appropriate site final inspection, we

☒ Recommend
☐ Do Not Recommend

☒ CU Approval w/ Conditions
☐ Site Plan Approval
☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See Attached for Comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ADVISORY COMMENTS:

1. The proposed sidewalk on South 10th Street and Tennessee Avenue shall be constructed per the City of Fort Pierce Details (see attached). A Right-of-Way permit application shall be required and approved prior to sidewalk installation.
2. Prior to CO a sidewalk easement shall be required and filed for the portion of sidewalk on South 10th Street to Tennessee Avenue that crosses onto the property.

TST/VB/vb

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 4/18/24
Property Address: Conditional Use with New Construction - Duplex - S. 10th Street and Tennessee Avenue (2415-703-0220-000-6)

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.

☑ 4. Building Permit required.

☑ 5. Signed and sealed construction drawings required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and MEC elements will comply with the Florida Building Code requirements.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

☐ 11. Open permits, requiring attention exist.

☐ 12. Shall meet the Fire Prevention Code:

- ☐ Sprinkler system is required.
- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 7/17/24

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: # 24-04000003

Conditional Use with New Construction - Duplex - S. 10th Street and Tennessee Avenue (2415-703-0220-000-6)

Comments

W/WW Engineering: Water and Wastewater Service is available to the subject property.

The applicant is required to visit 206 South 6th Street (FPUA's Customer Service Building) to set up a utility account and address the required fees. Fees will include (but not limited to):

The installation of a residential double water service from the existing water main to the subject site. The two water meters must be on private property and must be freely accessible from the public right-of-way for maintenance and billing purposes.

The Installation of the sanitary sewer service from the existing gravity sewer main to the subject property.

The Applicant's plumber is responsible for contacting Julie Cantave @ (772) 466-1600 ext. 5520 to schedule a sewer tap inspection. The plumber must be present for the inspection with the connection fully exposed for inspection purposes. Ferncos are not allowed to be used for connection of applicant's private lateral to FPUA's point of service. Ensure that FPUA Detail S-3 (Double Lateral Service Connection) and S-4A is strictly adhered to when restoring the excavation after the inspection is complete.

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.

Please note: All new services must be served by underground feed.

Please contact Sal Scimeca for electric customer requirements and project coordination.

(Con't pg 2)

Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

Gas: Approved.

FPUAnet Fiber: FPUAnet Approves.

David Rowe
7203 Coquina Avenue
Fort Pierce, FL 34951

Re: S. 10th Street and Tennessee Avenue Duplex – Conditional Use – (2415-703-0220-000-6) 1 Parcel – 1001 Tennessee Avenue

Dear Mr. Rowe,

The following are comments from the Planning Department's review of the applications (Please Provide a Written Response and any revisions (if applicable) for all responsible Departments):

1. **Please provide a landscape plan that represents the illustration of your plans. All presented items are utilized as evidence for your requested Conditional Use.**

2. **Bicycle Parking (bike racks or lockers) shall be provided pursuant to City Code 125-315 (f)(1)(a).**

3. **Provide sidewalks and sidewalk connections along abutting ROW(s) Tennessee Avenue and South 10th Street) per City Code Section 125-317 (b).**

4. **Adhere to City Code Section 125-314 Design Review (G) Design Review Guidelines:**
   (1) Roofs.
   a. Principal pitched roofs of wood vernacular styles shall be a symmetrical hip with a slope of 6:12 to 10:12. Pitched roofs of designs reflecting Mediterranean, Mission, Spanish Eclectic, Craftsman and Prairie styles may have slopes of 3:12 to 6:12. A broken pitch roof (a roof which becomes shallower in slope at one-third of the distance from the eave to the peak) is encouraged. Also allowed are gabled hips, flared hips and, where appropriate to mark an architectural feature or civic gesture, gable ends.

b. Rooflines may be punctuated with dormers, windows or ventilation louvers that add detail and interest to the facade. Dormers shall light habitable spaces and have shed roofs with a minimum slope of 3:12 or pitched roofs with a slope to match the principal structure. Eyebrow dormers are also encouraged.

c. The use of deep (32 inches to 40 inches) overhangs and, where appropriate, detailed eave brackets, are strongly encouraged. Variation in roof heights or articulation of a flat roof overhang along the facade is encouraged to add visual interest to a streetscape and delineation of activity within a structure.

f. The fascias around the eaves shall have limited simple detail that complements the fenestration, porch overhangs or entrances.

5. **Adhere to City Code Section 125-314 Design Review (G) Design Review Guidelines: (2) Entrances.**
   a. Buildings shall have architectural features such as porches or roof overhangs that delineate or emphasize entrances. Covered entrances shall be proportioned to human scale and follow logic of design relative to the building. This entrance shall face the public right-of-way, be well-defined architecturally and readily visible to pedestrian and vehicular traffic.

   c. Doors shall have detail appropriate to the architectural character of the proposed building and may be defined with sidelights, transoms or wooden or metal shutters.

   d. Porches shall have a minimum depth of six feet and may encroach up to six feet into the front yard (setback), or into a side yard that abuts a public right-of-way or public space.

6. **Adhere to City Code Section 125-314 Design Review (G) Design Review Guidelines:**

(3) Windows.

a. Windows shall have well-defined frames, transoms or sills, and should be accentuated with shutters or Bahamas awnings where appropriate. Material of frames, shutters and awnings shall be painted or stained wood, aluminum or vinyl-clad wood, steel or aluminum.

7. Adhere to City Code Section 125-314 Design Review (G) Design Review Guidelines:

(4) Elevations.

a. Building designs shall reflect traditional proportions and architectural vocabularies demonstrated in local precedents or regional building types and styles. Wood vernacular styles include Cracker, Classical Revival and Victorian. Masonry vernacular buildings demonstrate details of Mediterranean styles including Mission and Spanish Eclectic. Streamlined Art Deco and Mid-Century Modern buildings in masonry systems are also imbedded in local and regional vernacular. Elements borrowed and interpreted from Colonial, Prairie and Craftsman styles can be found in wood and masonry systems, or a combination of the two.

b. Elevations adjacent to a public right-of-way shall be considered as a building front and treated as such with appropriate entrances, fenestration or detailing.

c. Articulation in the facade should give visual relief and be of sufficient depth to provide shade and shadow on adjacent building surfaces. Colors of wall surfaces shall be chosen to complement this facade articulation and colors shall be in keeping with the chosen architectural style and character.

d. Materials for facades shall be of stucco, wood clapboard, wood shingles, cement siding in clapboard style boards, modular unit masonry, coral or keystone. Brick coursework should use traditional methods that enhance elevations and frame fenestration and door openings. Metal or vinyl siding, and simulated stonework on expanses of building walls shall not be permitted. Two-dimensional stucco details that mimic three-dimensional articulation or structure shall not be permitted.

e. **Proportion and composition of fenestration on new construction shall be compatible with architectural style. Vertical proportions are generally encouraged in all wall openings, especially for traditional architectural vocabulary. Stylistically modern buildings may utilize horizontally proportioned openings where appropriate.**

8. **Adhere to City Code Section 125-314 Design Review (G) Design Review Guidelines:**

   (5) Streetscape improvement guidelines.

   Streetscape improvements include those architectural or functional facilities or structures which occur on site but are not part of the building and which contribute to the overall appearance of the development and encourage and facilitate human interaction with the environment. Examples include, but are not limited to, decorative light fixtures, fountains, sculpture and other civic art, benches and tables, planters, retaining walls, pedestrian and bicycle paths, bicycle parking structures, trash receptacles and enclosures, vendor areas, bollards and fences. These improvements shall be designed to be consistent with all guidelines of this section, and shall be reviewed for aesthetic functionality and compatibility with the city's design expectations.

9. **Consider the design of an existing duplexes located 511 & 513 N 9th Street as inspiration for your design. See below:**



If deemed necessary, please provide a written response to each comment to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@cityoffortpierce.com.

Sincerely,
Vennis Gilmore
Assistant Planning Director

From: Moore, Jon W
To: Planning Department; Vennis Gilmore
Subject: RE: Rowe Duplex - S. 10th Street & Tennessee Avenue (1st Resubmittal) - Project 24-04000003
Date: Thursday, June 27, 2024 3:38:13 PM

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Good Afternoon,

After review, please see our DEP comments below:

If the site to be developed is larger than 1 acre, a DEP NPDES Stormwater Construction permit may be required. The plans do not appear to have any impacts to surface waters or wetlands.

Thank you,

Jon W. Moore
Ombudsman
Florida Department of Environmental Protection
Southeast District – West Palm Beach
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Jon.W.Moore@floridadep.gov
Office: (561) 681-6676
Please note: Florida has a very broad public records law. This communication may be subject to public disclosure if it regards state business and is not exempt under Chapter 119, Florida Statutes.

From: Southeast District <Southeast.District@dep.state.fl.us>
Sent: Thursday, June 27, 2024 3:29 PM
To: Moore, Jon W <Jon.W.Moore@FloridaDEP.gov>
Subject: FW: Rowe Duplex - S. 10th Street & Tennessee Avenue (1st Resubmittal) - Project 24-04000003
Importance: High

Megan Rutter
Environmental Specialist
Florida Department of Environmental Protection
Southeast District – West Palm Beach

3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Megan.Rutter@floridadep.gov
(561)681-6694

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Wednesday, June 26, 2024 10:58 AM
Subject: Rowe Duplex - S. 10th Street & Tennessee Avenue (1st Resubmittal) - Project 24-04000003
Importance: High

EXTERNAL MESSAGE
This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

To Whom It May Concern,

Technical Review Project: # 24-04000003 (Conditional Use with New Construction)

The purpose of this project is for new construction. The intent is to construct a new 2-unit residential single-story duplex. Construction is on a vacant property located on the corner of S. 10th Street and Tennessee Ave with Parcel # 2415-703-0220-000-6.
This proposed structure is 2470 square feet with each unit approximately 1,235 square feet with 2 bedrooms/2 baths. Each unit has an enclosed front porch entry and an enclosed rear porch. No enclosed garage, both have open-concrete driveway wide enough to accommodate 2 vehicles per unit.

The original submittal was reviewed for the April 18th, 2024, TRC meeting. This is the 1st Resubmittal

Send all comments and approval letters by July 3, 2024 (Wednesday) to planning@cityoffortpierce.com and vgilmore@cityoffortpierce.com . Let me know if you have any questions or concerns. Thank you.

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey





From:	Karen Murphy
To:	Vennis Gilmore
Cc:	Paul Thomas
Subject:	Rowe Duplex S 10th St. and Tenn. Ave 24-0400003 and Sunrise PUD 23-4120003
Date:	Friday, June 28, 2024 1:09:32 PM
Attachments:	Outlook-mouj2l3t.png

Vennis, good afternoon!

Paul has no additional comment for either project.

Thanks. Have a nice weekend!

Karen Murphy | Executive Assistant | Building Department

Mailing: 100 N US Hwy. 1 Street Address: 300 Orange Ave., Sunrise Ctr. 3rd Fl.
Ft. Pierce FL 34950 Phone: 772.467.3188 kmurphy@cityoffortpierce.com
Website | Facebook | Survey

THE SUNRISE CITY
FORT PIERCE
Florida

"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."

Tell us how we are doing! Customer Service is a Priority for the City of Fort Pierce. Please take a moment to complete our customer service survey by following this link:
http://www.cityoffortpierce.com/FormCenter/Building-6/Building-Department-Customer-Service-Fee-73

From: Grant M. Chambers
To: Vennis Gilmore
Subject: RE: Rowe Duplex - S. 10th Street & Tennessee Avenue (1st Resubmittal) - Project 24-04000003
Date: Wednesday, June 26, 2024 11:08:11 AM
Attachments: image001.png

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Good morning Vennis,

The County's Engineering Division does not have any comments.

Grant Chambers, P.E. | Senior Project Engineer | Engineering Division - PW
Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

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From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Wednesday, June 26, 2024 10:58 AM
Subject: Rowe Duplex - S. 10th Street & Tennessee Avenue (1st Resubmittal) - Project 24-04000003
Importance: High

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern,

Technical Review Project: # 24-04000003 (Conditional Use with New Construction)

The purpose of this project is for new construction. The intent is to construct a new 2-unit residential single-story duplex. Construction is on a vacant property located on the corner of S. 10th Street and Tennessee Ave with Parcel # 2415-703-0220-000-6.
This proposed structure is 2470 square feet with each unit approximately 1,235 square feet with 2 bedrooms/2 baths. Each unit has an enclosed front porch entry and an enclosed rear porch. No enclosed garage, both have open-concrete driveway wide enough to accommodate 2 vehicles per unit.

The original submittal was reviewed for the April 18th, 2024, TRC meeting. This is the 1st Resubmittal

Send all comments and approval letters by July 3, 2024 (Wednesday) to planning@cityoffortpierce.com and vgilmore@cityoffortpierce.com . Let me know if you have any questions or concerns. Thank you.

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey



Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

David Rowe
7203 Coquina Avenue
Fort Pierce, FL 34951

Re: S. 10th Street and Tennessee Avenue Duplex – Conditional Use - (2415-703-0220-000-6) 1 Parcel – 1001 Tennessee Avenue

Dear Mr. Rowe,

The following are Conditions of Approval from the Planning Department's review of your development applications:

1. **Prior to Certification of Occupancy, provide a Landscape Maintenance Agreement.**

   The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

   a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

   b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

In case of violation:

Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the special magistrate for appropriate action.

(A Landscape Maintenance Agreement Template is Attached)

2. **Bicycle Parking (bike rack or bike locker) shall be provided pursuant to City Code 125-315 (f)(1)(a).**

3. **Provide sidewalks and sidewalk connections along abutting ROW(s) Tennessee Avenue and South 10th Street) per City Code Section 125-317 (b) prior to Certification of Occupancy.**

If deemed necessary, please provide a written response to each comment to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@cityoffortpierce.com.

Sincerely,
Vennis Gilmore
Assistant Planning Director

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT *Florida*

DEVELOPMENT REVIEW

Property Information

Property address or Location: Corner of S 10th Street and Tennessee Ave

Parcel ID #(s): 2415-703-0220-000-6

Project description: Proposed residential duplex 1-story

Application Type

☐ Site Plan ■ Conditional Use w/New Construction ☐ Conceptual Development Plan

☐ Minor Amendment ☐ Major Amendment

Site Information

Non-Residential: Proposed Sq. Ft.:_____ Site Acreage:_____

Residential: Proposed Units: 2 Proposed Sq. Ft.: 2470(.056Acre Site Acreage: .29

David Rowe	Same as Owner
Property Owner(s)	**Applicant/Representative, Title, Company**
7203 Coquina Ave	
Street Address	Street Address
Fort Pierce FL 34951	
City State Zip	City State Zip
772-216-9011	
Phone Number	Phone Number
Rowe441@bellsouth.net	
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

David Rowe

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS

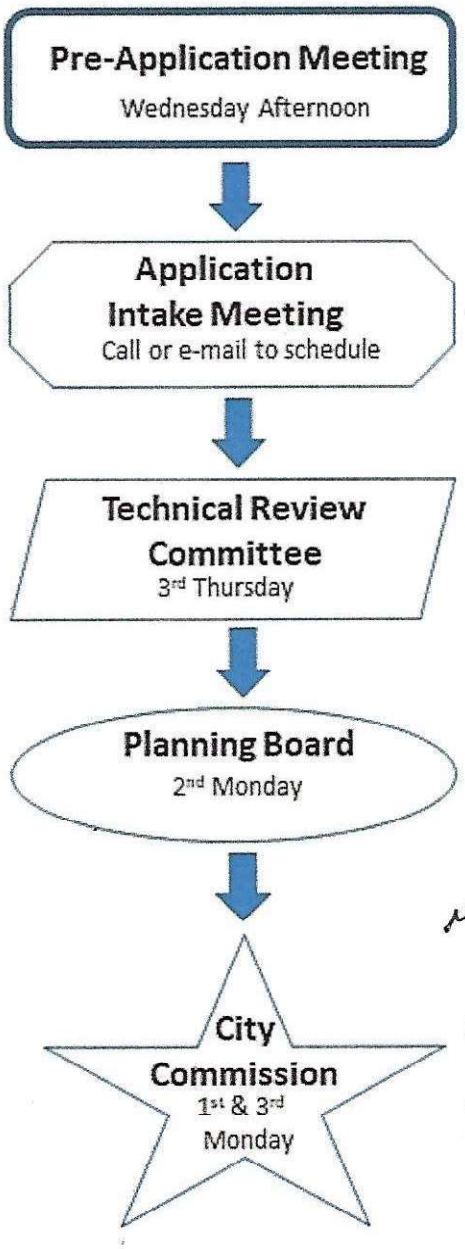
CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM

For more information, please refer to the website:

https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

General Information

- **Incomplete application packets will not be accepted.**
- In-take meetings are required for application submittals.
- Site plan approval is valid for one (1) year following City Commission approval. To maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date.
- Fee Schedule - https://www.cityoffortpierce.com/DocumentCenter/View/2620/Fee-Schedule-
- Public Notice Fees - https://www.cityoffortpierce.com/DocumentCenter/View/8818/Public-Notice-Fees-



Site Plan submittal requirements:

Submit one (1) original & three (3) hard copies and one (1) CD or Flash Drive of the following. Additional copies will be required of subsequent submittals.

- [x] Complete application
- [x] Warranty Deed
- [x] SLC Property Record Card
- [x] Detailed project description
- [x] General location map (see Section 125-313)
- [x] Survey (see Section 125-313)
- [x] Site Plan (see Section 125-313)
- [x] Landscaping Plan (see Section 123-37)
- [x] Conceptual Drainage Plan (see Section 125-313)
- [x] Environmental Impact Report
- [ ] Beach/Dune System protection plan, if applicable (see Section 125-313) NO
- [x] Lighting Plan (see Section 125-313)
- [x] Design Review submittals (see Design Review application)
- [x] Traffic Impact Report
- [x] Concurrency Review submittals (see Concurrency Review application)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DESIGN REVIEW

Property Information

Property address or Location: Corner of S 10th Street and Tennesee Ave

Parcel ID #(s): 2415-703-0220-000-6

Project description: Proposed residential duplex 1-story

David Rowe	Same as Owner
Property Owner(s)	**Applicant/Representative, Title, Company**
7203 Coquina Ave	
Street Address	Street Address
Fort Pierce FL 34951	
City State Zip	City State Zip
772-216-9011	
Phone Number	Phone Number
Rowe441@bellsouth.net	
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

David Rowe

Property Owner(s) Signature(s)

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https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	VACANT	RESIDENTIAL DUPLEX	
South	↓	↓	
East	↓	↓	
West	↓	↓	

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	C1 - with duplex		VACANT	0.61	X
**Proposed			2 UNITS / 0.61 AC	0.61	N/A

II. Public Facilities Information:

A. Potable Water:		
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot	
Demand Analysis	Maximum	
Current Zoning/FLU	Total gallons per day	N/A - VACANT
**Proposed Zoning/FLU	Total gallons per day	2du x 2.6 x 100 gpd = 520 gpd
**Change in Demand	Total gallons per day	520 gpd

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day N/A - VACANT
**Proposed Zoning/FLU	Total gallons per day 100 gpd/person x 2.6 x 2 UNITS = 520
**Change in Demand	Total gallons per day 520 gpd 520 gpd

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	N/A		
Urban District	5 acres per 1,000 people	N/A		
Community	2.5 acres per 1,000 people	N/A		
Neighborhood	1.36 acres per 1,000 people	0 - VACANT	DITTO ↔	0.11758 x 10^{-3}

?

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
**Proposed Zoning/FLU Enrollment Demand		
**Change in Demand		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	N/A - VACANT
**Proposed Zoning/FLU	2 YARD MAX
*Change in Demand	2 YARD MAX

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

2472 SF + 1050 SF drives = 3522 SF imp. OR 13.3% TOTAL = .61 AC = 26571 SF 100%
23049 SF pervious OR 86.7% $Q = \frac{(P-.2S)^2}{P+0.8S}$ for pre development $S = 8.18$ INCHES
$P+0.8S$ for post development $S = 8.18(1-.133) = 7.1$ IN

$Q = \frac{(P-0.2S)^2}{P+0.8S}$ = PRE DEVELOPMENT = $\frac{(7-0.2\cdot8.18)^2}{7+.8\cdot8.18} = \frac{28.7}{13.5} = 2.13$ INCHES

POST DEVELOPMENT = $\frac{(7-0.2\times7.1)^2}{7+0.8\times7.1} = \frac{31.14}{12.68} = 2.46$ INCHES

FOR THE 25YR, 3day event = 0.33 INCHES
of additional runoff

Impact	NON-SIGNIFICANT

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum 4	Maximum 2/2
Current Zoning/FLU	C1 / RES DUPLEX	
****Proposed Zoning/FLU**	C1/ RES DUPLEX	
***Change in Demand**	4 Trips	4 Trips
Impact to Capacity	N/A	N/A

IV. Project Description

PHASING			
Is this project (phase) part of a larger project? ☐Yes ☒No			
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.			
Total Project: Residential Units:	Single Family: —	Multifamily: 1 - DUPLEX	
Non-residential (square footage): N/A			
Mixed-use (describe use): N/A			
(If this is a single phase project, name it Phase I – Total)	PHASE 1 - TOTAL		

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached	—				
Single-family, attached	—				
Multi-family	1	2	0.057	ASAP	6 mos
Other (specify)	—				

NON-RESIDENTIAL DATA					
Type(s) specify N/A	Phase	Square footage	Acres	Expecting beginning date	Expected completion date

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. ☐Yes ☒No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐Yes ☒No
If yes, what is the size of the structure(s) to be demolished or re-used? N/A

2. What is the current use of the structure to be demolished or re-used? N/A

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐Yes ☒No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

REQUESTING CONDITIONAL DUPLEX APPROVAL IN THE CI ZONE

Detailed Project Description

The purpose of this project is for new construction. The intent is to construct a new 2-unit residential single-story duplex. Construction is on an already cleared property located on the corner of S. 10th Street and Tennessee Ave with Parcel # 2415-703-0220-000-6.

Overall building to be 2470 square feet. Each side is 1235 square feet.

Each side is a 2 bedroom / 2 bath resident.

Each unit has an enclosed front porch entry and an enclosed rear porch.

No enclosed garage, both have open concrete driveway wide enough to accommodate 2 vehicles per unit.

Construction to be CBS on a monolithic slab. Prefab Truss using 5/8" CDX.

Roof to be Metal 5-V crimp with metal color. Siding and soffits to be stucco finish.

Exterior windows and doors to be Impact resistant rating.

Site lay out is for front of building facing Tennessee Ave.

All current oak trees to remain. Electrical to be served from existing pole located on S. 10th Street at center point of property.

Exterior color scheme to be earth tones – Body of building to be warm earth tone with white trim and white window frames.

Design Narrative

The proposed new building is a 2-unit residential single-story duplex.

The surrounding area already contains many residential apartments and small businesses. The project is centrally located and suited for the area.

The basic design is to be simple but efficient. Below outlines construction and features.

Overall building is 2470 square feet. Each unit is 1235 square feet.

Each unit consists of 2 bedroom and 2 full baths. Each unit has a separate laundry room off the kitchen. Kitchen includes all appliances including dishwasher. Kitchen includes an island with a dining room. Each unit has a large living room. Design is open floor plan.

Counter tops to be granite both for kitchen and bath.

Floors to be LPV(luxury premium vinyl) throughout home.

Building is designed with an enclosed front entry way and an enclosed rear porch.

Entire building is under a hip roof designed truss system.

There is a fire rated party wall separating the 2 units. Listed here are exterior design features.

CBS construction on Monolithic concrete slab.

Roof is engineered truss system with 5/8” CDX sheathing clipped.

Finish roof is 5-V crimp metal roofing with standard aluminum finish.

Exterior wall is stucco finish. Soffits are stucco finish.

Windows are white color frames with insulated Impact Resistant glass with low-E coating.

Each unit is to have a double driveway due to no garage or carport.

Landscaping is to be done per code. Yard will have sod installed. In lieu of fences, propose a hedge toward rear of property to provide privacy and small hedge between driveways To provide some separation and privacy.

Exterior color of main house body to be Behr paint color Baja PPU7-08

Exterior color of trim and door to be Behr paint color Polar Bear White #75.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5264923 OR BOOK 5068 PAGE 1353, Recorded 11/13/2023 04:51:16 PM Doc
Tax: $0.70

Prepared by return to:
Florida Guardian Title & Escrow
2940 S. 25th Street
Fort Pierce, FL 34981

-0-

[Space Above This Line For Recording Date]

Quit Claim Deed

Made this 9th day of November, 2023 between **Ethel A. Rowe, a single woman,** whose post office address **is 2105 S. 10th Street, Fort Pierce, Florida 34950,** hereinafter called the grantor, to **David Rowe, a single man** whose post office address is **7203 Coquina Ave, Fort Pierce, Florida 34951,** hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal re-presentatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of $ TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Saint Lucie County, Florida, viz:

Lot 19 and 20, less Westerly 72 feet of Lot 20, Block 17, Sunrise Estates, according to the map or plat thereof, as recorded in Plat Book 8, Page(s) 75, of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 2415-703-0220-000-6

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name Karalynne Berry

Witness Name Sylvia Blankenbaker

Ethel Rowe (Seal)
Ethel A. Rowe

State of Florida
County of St. Lucie

I hereby certify that The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 9th day, of November, 2023, by **Ethel A. Rowe**, who is personally known to me or who has produced FL ID as identification.

ASHLEY D WOOD
Notary Public - State of Florida
Commission # HH 325538
My Comm. Expires Oct 24, 2026
Bonded through National Notary Assn.

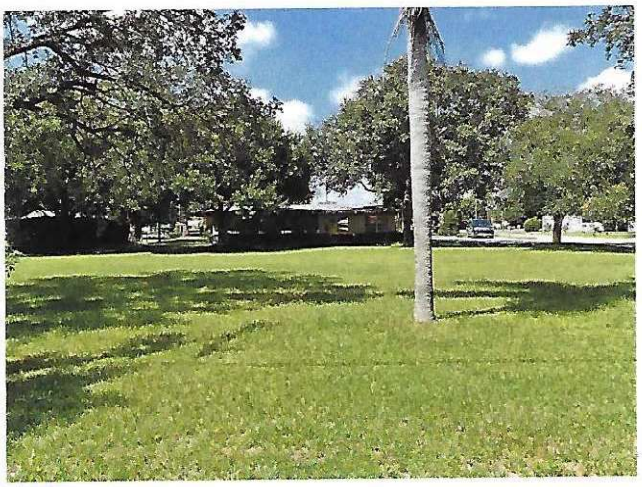
Notary Public
Print Name: Ashley Wood
My Commission Expires: 10/24/2026

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: S 10TH ST
Sec/Town/Range: 16/35S/40E
Parcel ID: 2415-703-0220-000-6
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 25101
Map ID: 24/16S
Zoning: Office Co



Ownership

David Rowe
7203 Coquina AVE
Fort Pierce, FL 34951

Legal Description

SUNRISE ESTATES BLK 17 LOTS 19 AND 20-LESS WLY 72 FT-

Current Values

Just/Market Value:	$44,900
Assessed Value:	$44,900
Exemptions:	$0
Taxable Value:	$44,900

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.29
Land Size (SF):	12,480

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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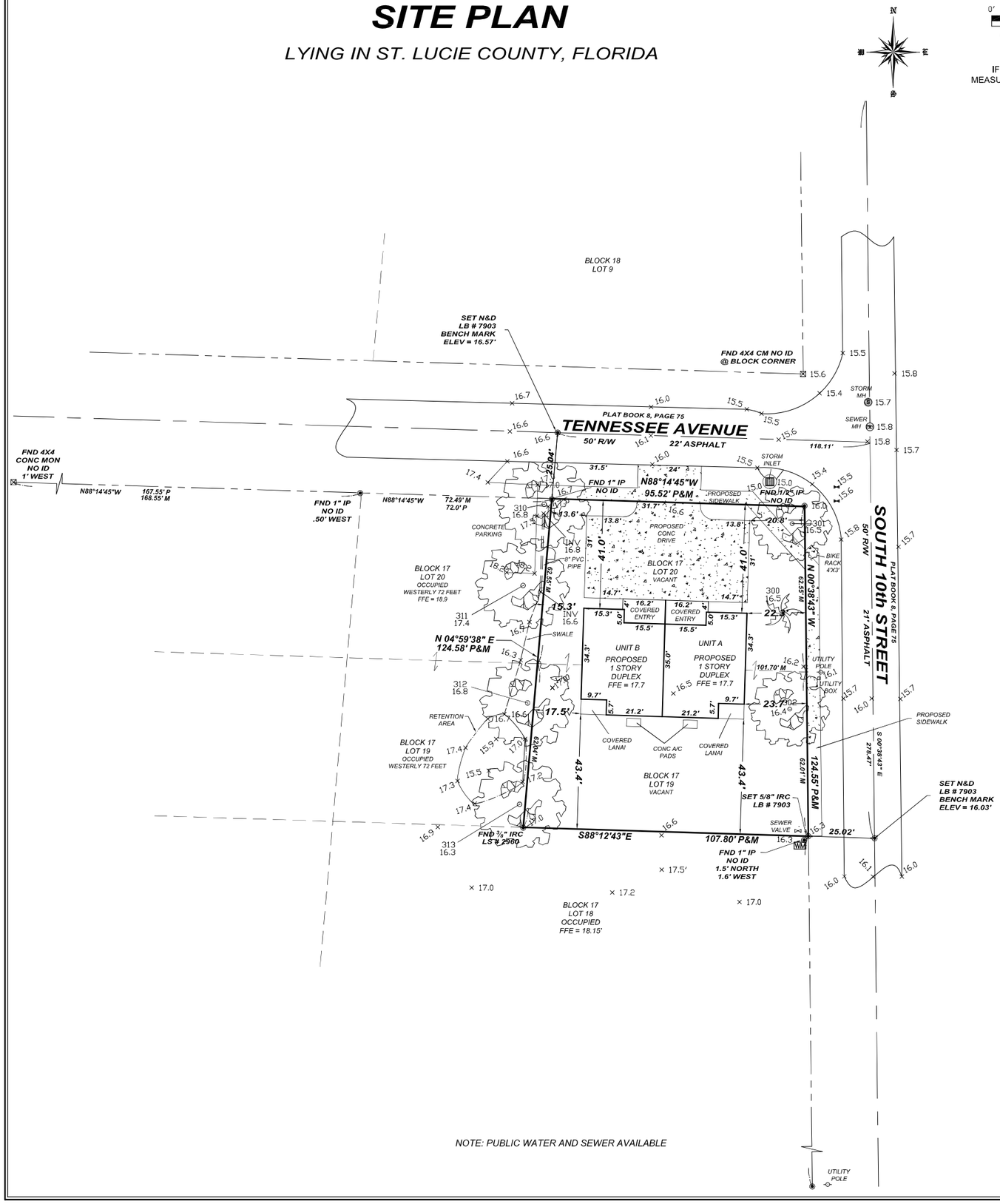
SITE PLAN

LYING IN ST. LUCIE COUNTY, FLORIDA

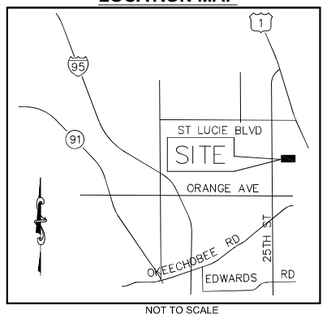


0′ 20′ 40′

GRAPHIC SCALE IN FEET

IF THIS BAR DOES NOT MEASURE 1 INCH, THE DRAWING IS NOT TO SCALE

LOCATION MAP



NOT TO SCALE

STREET ADDRESS

2105 SOUTH 10th STREET,
FORT PIERCE, FLORIDA 34950

PROPERTY DESCRIPTION

LOTS 19 AND 20, LESS THE WESTERLY 72 FEET THEREOF, BLOCK 17, OF SUNRISE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 75, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 0.61 ACRES, MORE OR LESS.

LEGEND & ABBREVIATIONS

A	ARC LENGTH
A/C	AIR CONDITIONER
BM OR ⊕	BENCHMARK
BRG	BEARING
C	CALCULATED DATA
CBS	CONCRETE BLOCK STRUCTURE
C/L	CENTERLINE
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
DB	DEED BOOK
DBH	DIAMETER AT BREAST HEIGHT
DEG OR °	DEGREE
ELEV	ELEVATION
FFE	FINISHED FLOOR ELEVATION
FND	FOUND
ID	IDENTIFICATION NUMBER
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD & CAP
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
M	MEASURED DATA
MHWL	MEAN HIGH WATER LINE
MON	MONUMENT
N&D	NAIL AND DISK
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NO OR #	NUMBER
OHP	OVERHEAD UTILITIES
ORB	OFFICIAL RECORDS BOOK
P	PLATTED DATA
PB	PLAT BOOK
PG(S)	PAGE(S)
PLS	PROFESSIONAL LAND SURVEYOR
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS
RLS	REGISTERED LAND SURVEYOR
R/W	RIGHT-OF-WAY
WM	WATER METER
△	DELTA
(SS)	SANITARY SEWER
○	UTILITY POLE

GLOBAL POSITIONING SYSTEM (GPS) NOTES

1. REAL TIME KINEMATICS (RTK) METHOD WAS UTILIZED USING CARLSON BRX-6+, 372 CHANNEL GNSS ATHENA, WITH ATLAS L-BAND RECEIVER.

2. TYPICALLY, A BASE RECEIVER IS SET UP ON AN ESTABLISHED CONTROL STATION WHILE A ROVING RECEIVER LOCATES EXISTING MONUMENTS, IMPROVEMENTS AND CONTROL ON THE PROJECT.

3. GPS SURVEY MEASUREMENTS WERE PROCESSED AND ADJUSTED USING CARLSON SURVEY 2018.

4. THE HORIZONTAL AND VERTICAL TARGET ACCURACY FOR THIS SURVEY EXCEEDS MINIMUM STANDARDS OF PRACTICE PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17.

5. THE COORDINATES SHOWN HEREON ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM OF THE NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT).

SURVEYOR'S NOTES

1. THE PURPOSE AND/OR EXPECTED USE OF THIS SURVEY AND/OR MAP IS TO SUBMIT TO LOCAL MUNICIPALITY FOR RESIDENTIAL BUILDING PERMITTING OF A DUPLEX BUILDING . ANY OTHER USE IS PROHIBITED BY ASI.

2. REPRODUCTIONS AND/OR PHOTO COPIES, WHETHER PARTIAL OR IN ITS ENTIRETY, AS WELL AS ANY ADDITIONS AND/OR DELETIONS TO THIS SURVEY ARE PROHIBITED BY ASI AND WILL DEEM THIS SURVEY AND/OR MAP TO BE INVALID REGARDLESS OF ANY SIGNATURE OR SEAL, WHETHER THAT SIGNATURE OR SEAL IS DIGITAL OR NOT.

3. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH RIGHT OF WAY LINE OF TENNESSEE AVENUE HAVING A BEARING OF N88°14'45"W, ACCORDING TO THE PLAT OF SUNRISE ESTATES, AS RECORDED IN PLAT BOOK 8, PAGE 75, PUBLIC RECORDS, ST. LUCIE COUNTY, FLORIDA.

4. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X", ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12111 C 0187 K, EFFECTIVE DATE FEBRUARY 19, 2020.

5. ELEVATIONS, IF SHOWN, ARE IN NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988 AND ARE REFERENCED TO ST. LUCIE COUNTY BENCHMARK "VIR 2-15" HAVING AN ELEVATION OF 17.72'.

6. ALL MEASUREMENTS ARE IN ACCORDANCE WITH UNITED STATES STANDARDS, IN FEET AND DECIMALS THEREOF.

7. ALL ABOVE GROUND FIXED IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED AND SHOWN HEREON.

8. UNDERGROUND UTILITIES AND UTILITY SERVICES HAVE NOT BEEN LOCATED ON THIS SURVEY.

9. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY OCCUPY LAND SURVEYED OR LAND OF OTHERS.

10. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENT'S DEED RESTRICTIONS, OR MURPHY ACT DEEDS.

11. THE LAST DATE OF FIELD WORK AND/OR DATA ACQUISITION WAS OCTOBER 06, 2023. ANY CHANGES TO THE PROPERTY AFTER THAT DATE ARE NOT INCLUDED ON THIS SURVEY.

SURVEYOR'S CERTIFICATION

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE SURVEY OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS MINIMUM STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATE STATUTES. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S.

CHARLES ARNOLD, PSM
FLORIDA CERTIFICATE NO. LS4971

DATE

NOTE:
If this is an electronically signed and sealed survey and/or map, it is done so per Florida Administrative Code (F.A.C.) 5J-17. Any printed survey and/or map and copies thereof are not valid without the original signature and seal of a Florida licensed surveyor and mapper.

NOTE: PUBLIC WATER AND SEWER AVAILABLE

ARNOLD SURVEYING, INC.
PROFESSIONAL SURVEYORS & MAPPERS
FLORIDA LICENSED BUSINESS NUMBER 7903
4888 N. KINGS HIGHWAY #425, FORT PIERCE, FLORIDA 34951
24 VERDE VISTA, FORT PIERCE, FLORIDA 34951
PHONE (772) 708-1819 SURVEY@ASI-SURVEY.COM

BY	DATE	REVISIONS
RC	06/04/2024	REVISED SITE PLAN
RC	12/21/2023	ADDED SITE PLAN

CERTIFICATIONS:
ETHEL A. ROWE

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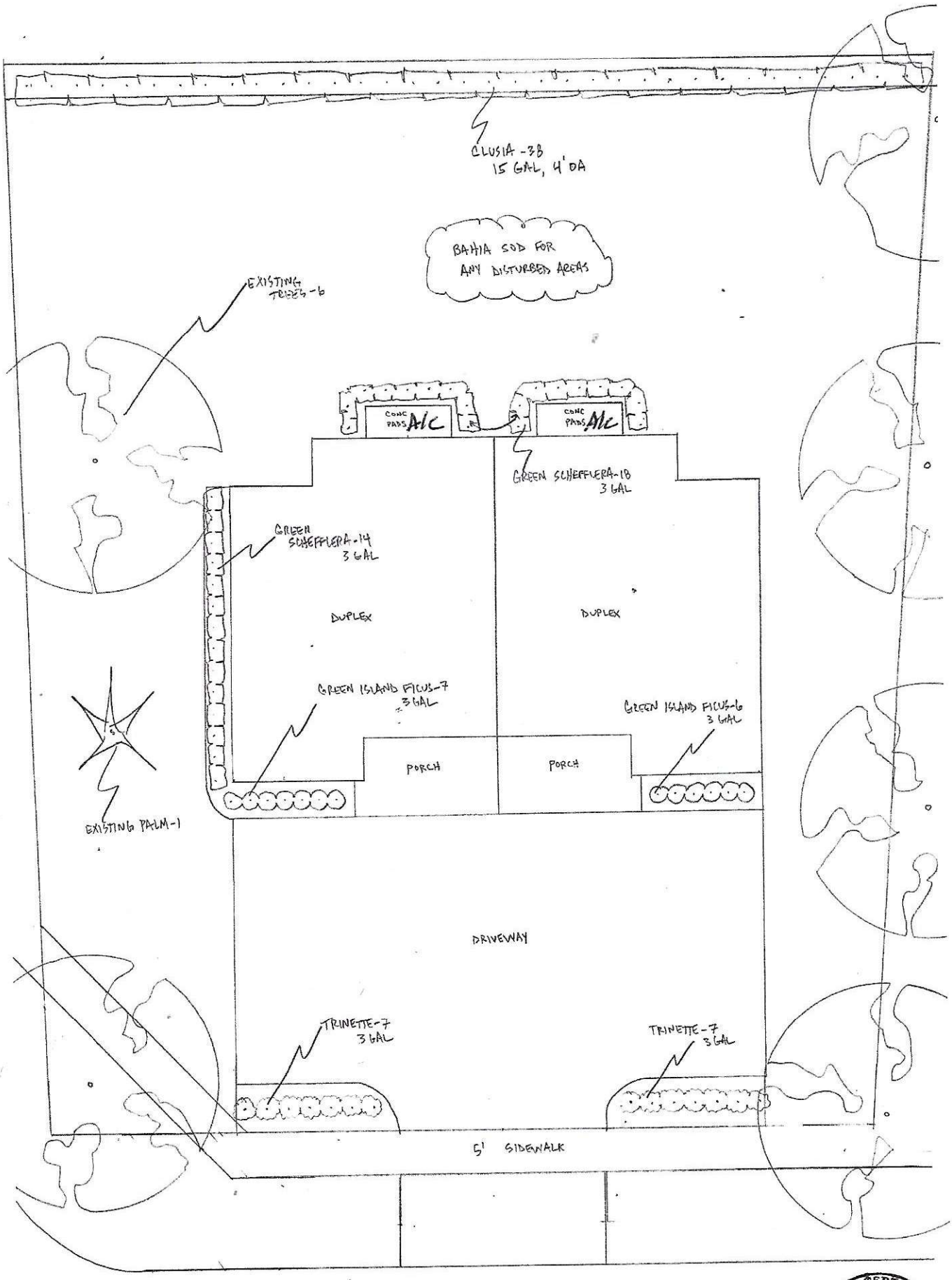
DRAWN BY:	RC
CHECKED BY:	CA
DATE:	10/06/2023
HORIZONTAL SCALE	1"=20'
SHEET	1 OF 1
PROJECT NO.	23-530

LANDSCAPE PLAN



S 10TH ST
FORT PIERCE, FL

SCALE : 1" = 10'
DATE : 6/12/24
REV :

DESIGN BY:
GARY ROBERTS LANDSCAPE
4200 JOHNSTON RD
FT PIERCE, FL

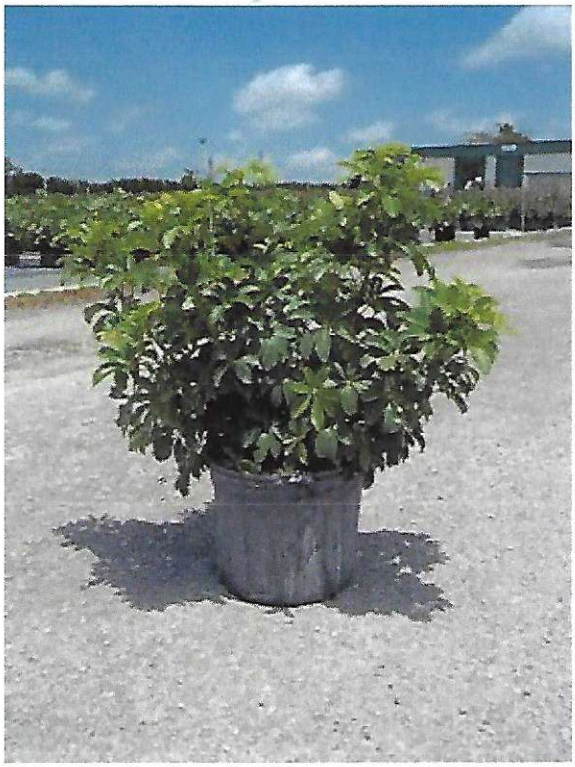
FNGLA CERTIFIED
FCLD 0057
We Know What Grows
Landscape Designer



Green Island Ficus



Clusia Bush



Green Arboricola


Trinette







VICINITY MAP

GENERAL NOTES

1) THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, ECT. SHALL VERIFY ALL DIMENSIONS, CONDITIONS AT JOB SITE, PLANS, SPECIFICATIONS, ETC.

2) STRUCTURAL FEATURES NOT DETAILED ON THESE PLANS WILL BE ADDRESSED BY THE ENGINEER AS CONSTRUCTION PROGRESSES.

3) ALL WRITTEN DIMENSIONS ON THESE DRAWINGS TAKE PRECEDENCE OVER SCALED DIMENSIONS.

4) ALL CONSTRUCTION MUST COMPLY WITH THE FLORIDA BUILDING CODE FBC1 2020, RESIDENTIAL, FBC 2020 PLUMBING CODE, FBC 2020 MECHANICAL CODE, FBC 2020 ENERGY CONSERVATION, AND THE NEC (NFPA 70) 2017 EDITION.

5) RESIDENCE LOCATED IN NEGLIGIBLE WEATHERING AREA, AND IN VERY HEAVY TERMITE INFESTATION AREA PER FRC 301.

ADDITIONAL NOTES

1) INTERIOR TO BE ½" DRYWALL FINISH.

2) ALL INTERIOR GYPSUM BOARD TO BE MIN. ½" THICK WITH (13 GAGE, 1 3/8" LONG, 15/64" HEAD, 0.098" DIAMETER, 1 ¼" LONG, ANNULAR RINGED; BD COOLER NAIL, 0.099" DIAMETER, 1 5/8" LONG, 5/64" HEAD; OR GYPSUM BOARD NAIL, 0.0915" DIAMETER, 1 5/8" LONG, 9/32" HEAD) SPACED AT 7" O.C. FOR NAILS AND 12" O.C. FOR SCREWS.

3) WALLS AT SHOWER TO BE TILE. PROVIDE CEMENT, FIBER CEMENT OR GLASS MAT GYPSUM BACKERS IN COMPLIANCE WITH ASTM C 1288, C 1325, C 1178, OR C 1278 AND INSTALLED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS AS BACKERS FOR WALL TILE IN TUB AND SHOWER AREAS AND WALL PANELS IN SHOWER AREAS. (PER FRC R4.1.1 & FRC 702.4.1)

4) WALL AND CEILING FINISHES SHALL HAVE A SMOKE-DEVELOPED INDEX OF NOT GREATER THAN 450.

5) WALL AND CEILING FINISHES SHALL HAVE A FLAME-SPREAD CLASSIFICATION OF NOT GREATER THAN 200.

6) ALL EXPOSED INSULATION MATERIALS INSTALLED ON ATTIC FLOORS SHALL HAVE A CRITICAL RADIANT FLUX NOT LESS THAN 0.12 WATT PER SQUARE CENTIMETER. EXPOSED FOAM PLASTIC INSULATION MATERIALS EXPOSED TO THE UNDERSIDE OF THE ROOF DECK OR ON THE ATTIC WALLS SHALL COMPLY WITH SECTION R316.

7) PER FRC 102.2.1 ALL GYPSUM BOARD MATERIALS AND ACCESSORIES SHALL CONFORM TO ASTM C 36, C 79, C 475, C 514, C 630, C 931, C 960, C 1002, C 1047, C 1177, C 1178, C 1278, C 1396, OR C 1658 AND SHALL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF FRC, AND ADHESIVES FOR THE INSTALLATION OF GYPSUM BOARD SHALL CONFORM TO ASTM C 557.

8) INSULATION MATERIALS, INCLUDING FACINGS, SUCH AS VAPOR RETARDERS OR VAPOR PERMEABLE MEMBRANES INSTALLED WITHIN FLOOR-CEILING ASSEMBLIES, ROOF-CEILING ASSEMBLIES, WALL ASSEMBLIES, CRAWL SPACES AND ATTICS SHALL HAVE A FLAME SPREAD INDEX NOT TO EXCEED 25 WITH AN ACCOMPANYING SMOKE-DEVELOPED INDEX NOT TO EXCEED 450 WHEN TESTED IN ACCORDANCE WITH ASTM E 84 OR UL 723.

ENERGY CONSERVATION NOTES

1) RESIDENCE SHALL BE IN ACCORDANCE WITH FLORIDA BUILDING CODE 2020 ENERGY CONSERVATION RESIDENTIAL.

2) ATTIC ACCESS DOORS OR HATCHES FROM CONDITIONED SPACES TO UNCONDITIONED SPACES SHALL BE WEATHERSTRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION ON THE SURROUNDING SURFACES. A WOOD FRAMED OR EQUIVALENT BAFFLE OR RETAINER IS REQUIRED TO BE PROVIDED WHEN LOOSE FILL IS INSTALLED, TO PREVENT LOOSE FILL FROM SPILLING INTO THE LIVING SPACE.

3) THE BUILDING THERMAL ENVELOPE SHALL BE CONSTRUCTED TO LIMIT AIR LEAKAGE IN ACCORDANCE WITH THE REQUIREMENTS R402.4.1 THROUGH R402.4.4.

4) WINDOWS, SKYLIGHTS, AND SLIDING GLASS DOORS SHALL HAVE AN AIR INFILTRATION RATE OF NO MORE THAN 0.3 CFM PER SQUARE FT, AND SWINGING DOORS NO MORE THAN 0.5 CFM PER SQUARE FT AND MUST BE TESTED, LISTED AND LABELED IN ACCORDANCE WITH R402.4.3.

5) CONTRACTOR SHALL PROVIDE ENERGY PERFORMANCE LEVEL (EPL) DISPLAY CARD IN ACCORDANCE WITH FBC 2020 ENERGY CONSERVATION R401.3.

CONTENTS

A100 - COVER SHEET

A101 - FLOOR PLAN & DETAILS

A102 - ELEVATIONS

A103 - ELECTRICAL PLAN

A104 - FOUNDATION PLAN

A105 - BLOCK PLAN

A106 - HVAC

A107 - TRUSS PLAN

A108 - DETAILS

A109 - DETAILS

CITY OF FORT PIERCE BUILDING DEPARTMENT
100 N. US1, US 1, FORT PIERCE, FLORIDA 34950
(772) 460-2200 EXT. 261, (FAX) (772) 467-9836

DESIGN CERTIFICATION FOR WIND LOAD COMPLIANCE

THIS CERTIFICATION IS TO BE COMPLETED BY THE PROJECT DESIGN ARCHITECT OR ENGINEER. THIS CERTIFICATION MUST BE SUBMITTED WITH ALL APPLICATIONS FOR BUILDING PERMIT(S) INVOLVING THE CONSTRUCTION OF NEW RESIDENCES (SINGLE OR MULTI-FAMILY), RESIDENTIAL ADDITIONS, ACCESSORY STRUCTURES REQUIRING A BUILDING PERMIT, AND ANY NONRESIDENTIAL STRUCTURE. THIS CERTIFICATION SHALL NOT APPLY TO INSTALLATION HEREWITH PROVIDED THAT NO STRUCTURAL WALLS, COLUMNS OR SIMILAR COMPONENT ARE BEING AFFECTED) OR CERTAIN OTHER MINOR PERMITS. FOR FURHER ASSISTANCE PLEASE CONTACT THIS PERMIT OFFICE AT (772) 460-2200, EXT. 261, 276, 211, OR 274.

PROJECT NAME AND ADDRESS	OFFICE USE ONLY THIS SIDE	
DAVID ROWE DUPLEX	PERMIT NUMBER :	
SOUTH 10TH STREET	OCCUPANCY TYPE	
FORT PIERCE, FLORIDA 34982	CONSTRUCTION TYPE	

CERTIFICATION STATEMENT :
I CERTIFY THAT, TO THE THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED TO COMPLY WITH THE APPLICABLE STRUCTURAL PORTION OF THE BUILDING CODES CURRENTLY ADOPTED AND ENFORCED BY THE CITY OF FORT PIERCE. I ALSO CERTIFY THAT STRUCTURAL ELEMENTS DEPICTED ON THESE PLANS PROVIDE ADEQUATE RESISTANCE TO THE WIND LOADS AND FORCES SPECIFIED BY CURRENT CODE PROVISIONS.

DESIGN PARAMETERS AND ASSUMPTIONS USED :

1. BUILDING CODE EDITION USED (YEAR) 2023 FBC. X ASCE 7-22 ____ OTHER 8TH ADDTION	
2. BUILDING DESIGN IS : ENCLOSED X PART ALLY ENCLOSED ____ OPEN BUILDING ____	
3. MEAN ROOF HEIGHT : 13.25 FEET. ROOF PITCH : 6.0 : 12 WIND SPEED USED IN DESIGN : 160 MPH / VULT.	
4. WIND EXPOSURE CLASSIFICATION (refer to exposure tables in ASCE 22) : C	
5. WIND VELOCITY PRESSURE (refer to ASCE EQ. 28.3-1 & 30.3.3) : 32.8 PSF COMPONENTS AND CLADDING 32.8 PSF	
6. DESIGN PRESSURE ON EXTERIOR FACES OF STRUCTURE (ASCE 30.4-1) : POSITIVE 39.7 PSF AND NEGATIVE 52.0 PSF	
7. IMPORTANCE / USE FACTOR (obtain from ASCE tbl 1.5-2) : 1.0	
8. RISK CATEGORY (obtain from FBC table 1604.5) : 2.0	
9. APPLICABLE INTERNAL PRESSURE COEFFICIENTS (tbl 26.11-1 ASCE 7) : 0.18	
10. LOADS : FLOOR : 40 PSF ROOF / DEAD : 5 PSF ROOF / LIVE : 20 PSF	
11. WERE SHEAR WALLS CONSIDERED FOR STRUCTURE ? (check one) X YES ____ NO (if no, attach explanation)	
12. IS A CONTINUOUS LOAD PATH PROVIDED ? (check one) X YES ____ NO (if no, attach explanation)	
13. ARE COMPONENT AND CLADDING DETAILS PROVIDED ? (check one) X YES ____ NO (if no, attach explanation)	
14. MINIMUM SOIL BEARING PRESSURE 2000 PSF	

DESIGN PROFESSIONAL CERTIFICATION :
AS WITNESSED BY MY SEAL, I HEREBY COPY THAT THE INFORMATION INCLUDED WITH THIS CERTIFICATION IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE, AND BELIEF.

BENCHMARK ENGINEERING
BOWDOIN G HUTCHINSON P.E.
FLORIDA REGISTRATION
NO. 70878

BUILDING DEPARTMENT PRODUCT APPROVAL SUBMITTAL AFFIDAVIT

OPENING SCHEDULE : SWING DOORS, OVERHEAD DOORS , SLIDING GLASS DOORS, FIXED GLASS, WINDOWS , AND SKYLIGHTS

OPENING ID	FL # OR NOA #	PRODUCT	MODEL #	MANUFACTURER	GLASS DESCRIPTION	ATTACHMENT METHOD TYPE, SIZE, SPACING AND EMBEDMENT (DISTANCE FROM CORNER/ DISTANCE O.C.)	BUILDING DESIGN PRESSURE	PRODUCT DESIGN PRESSURE
A, B, D,		ALUMINUM SINGLE HUNG WINDOW			IMPACT		SEE ELEVATIONS	
F		ALUMINUM SLIDING GLASS DOORS			IMPACT		SEE ELEVATIONS	
E		ALUMINUM FIXED WINDOW			IMPACT		SEE ELEVATIONS	
C		3068 SC O.S. ENTRY DOOR			N/A		SEE ELEVATIONS	

PRODUCT	MODEL #	MANUFACTURER	ATTACHMENT METHOD TYPE, SIZE, SPACING, EMBEDMENT, & STIFFENER	BUILDING DESIGN PRESSURE	PRODUCT DESIGN PRESSURE
ROOF	5-V CRIMP METAL ROOF				
SIDING	N/A	N/A	N/A	N/A	
ROOF UNDERLAYMENT				N/A	
RIDGEVENT					
MULLIONS				SEE ELEVATIONS	
SOFFIT	STUCCO	N/A	N/A	N/A	N/A
HURRICANE PANELS 9' SPAN OR LESS	N/A	N/A	N/A	N/A	N/A

NOTES
1.) ALL GLAZED EXTERIOR OPENINGS SHALL BE IMPACT RESISTANT OR PROVIDED WITH SHUTTERS.
2.) MAIN EGRESS DOOR MUST BE IMPACT RESISTANT.
3.) ALL GLASS SHALL HAVE A U-FACTOR LESS THAN OR EQUAL TO 0.40 AND SHGC LESS OR EQUAL TO 0.25.

I HAVE REVIEWED THE ABOVE PRODUCT APPROVAL INFORMATION AND APPROVE IT.

NAME BOWDOIN G HUTCHINSON P.E. | CERTIFICATION NUMBER : FL REG.NO. 70878

STRUCTURAL NOTES

1) DESIGN LOADS IN ACCORDANCE WITH ASCE7-16.

2) SOIL BEARING CAPACITY: 2000 PSF (MIN.).

3) ALL STRUCTURAL CONCRETE IN BEAMS, LINTELS, VERTICAL CELLS, AND COLUMNS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.

4) SLAB ON FOOTINGS TO BE CONCRETE WITH A MINIMUM 2500 PSI COMPRESSIVE STRENGTH AT 28 DAYS. SEE PLAN FOR SIZES & STEEL REQUIREMENTS.

5) MINIMUM CONCRETE PROTECTION FOR REINFORCING BARS:
FOOTINGS 3"CLEAR; 2 ½"SUSPENDED SLABS; 1 ½"

6) LAP ALL REINFORCING STEEL A MINIMUM OF 48 BAR DIAMETERS EXCEPT AS NOTED GRADE 60 STEEL MINIMUM IN BEAMS AND COLUMNS.

7) ALL LUMBER IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.

8) SPLITTING OR CRACKING OF STRUCTURAL COMPONENTS DUE TO INSTALATION OF HARDWARE IS NOT PERMITTED.

9) UNLESS OTHERWISE NOTED, THE INSTALLATION OF SPECIFIED HARDWARE SHALL CONFORM TO THE MANUFACTURES INSTRUCTIONS AND STANDARD PRACTICES

10) UNLESS OTHERWISE NOTED, FOR EXTERIOR WALLS, EXTERIOR PLYWOOD SHEATHING AND INTERIOR DRYWALL IS TO BE NAILED WITH 10d OR BETTER NAILS 6" O.C. EDGES, AND 6" O.C. FIELD, OR SCREWED WITH DRYWALL SCREWS 1.5" LONG AND 0.131 DIA.

11) ALL LINTELS SHALL HAVE A MINIMUM 4" BEARING.

12) PROVIDE # 5 CORNER BARS W/ 30" MIN. LAP SPLICE FOR BOND BEAM.

13) EXTERIOR FRAME WALLS TO BE STUCCO OVER WIRELATH WITH 11 GA. 1" LONG NAILS WITH 3/8" @ HEAD @ 6" O.C. OVER (1) LAYERS OF 15# FELT OR TYVEK BUILDING WRAP OVER 15/32" CDX PLYWOOD WITH 10D NAILS TO STUDS @ 6" O.C. PERIMETER AND FIELD.

14) BEARING POINTS OF TRUSSES SHALL HAVE VERTICAL STUDS IN A NUMBER EQUAL TO THE NUMBER OF PLIES OF THE BEARING MEMBER WHEN THE BEARING MEMBER IS (2) OR MORE PLIES UNLESS NOTED.

15) R606.2.4 COMPOSITION OF MASONRY UNITS
CONCRETE MASONRY UNITS SHALL CONFORM TO THE FOLLOWING STANDARDS: ASTM C55 FOR CONCRETE BRICK; ASTM C73 FOR CALCIUM SILICATE FACE BRICK; ASTM C90 FOR LOAD-BEARING CONCRETE MASONRY UNITS; ASTM C744 FOR PREFACED CONCRETE AND CALCIUM SILICATE MASONRY UNITS; OR ASTM C1634 FOR CONCRETE FACING BRICK.

16) R606.2.7 MORTAR
EXCEPT FOR MORTARS LISTED IN SECTIONS R606.2.6, R606.2.8 AND R605.2.10, MORTAR FOR USE IN MASONRY CONSTRUCTION SHALL MEET THE PROPORTION SPECIFICATIONS OF TABLE R606.2.7 OR ON THE PROPERTY SPECIFICATIONS OF ASTM C270. THE TYPE OF MORTAR SHALL BE IN ACCORDANCE WITH SECTIONS R606.2.7.1, R606.2.7.2 AND R606.2.7.3

17) R606.2.11 GROUT
GROUT SHALL CONSIST OF CEMENTITIOUS MATERIAL AND AGGREGATE IN ACCORDANCE WITH (ASTM C476 OR THE PROPORTION SPECIFICATIONS OF TABLE R606.2.11. TYPE M OR TYPE S MORTAR TO WHICH SUFFICIENT WATER HAS BEEN ADDED TO PRODUCE POURING CONSISTENCY SHALL BE PERMITTED TO BE USED AS GROUT.

ELECTRICAL NOTES

1) ALL ELECTRICAL WORK SHAL BE IN ACCORDANCE WITH THE NEC (NFPA 70) 2020 EDITION.

2) A MINIMUM OF 75% OF THE LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICACY LAMPS OR A MINIMUM OF 75% OF THE PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL CONTAIN ONLY HIGH-EFFICACY LAMPS. (LOW VOLTAGE LIGHTING SHALL NOT BE REQUIRD TO BE HIGH-EFFACY LAMPS)

3) RECESSED LIGHTING SHALL BE SEALED TO LIMIT AIR LEAKAGE BETWEEN CONDITIONED AND UNCONDITIONED SPACES.

4) SMOKE DETECTORS TO BE 110V W/ BATTERY BACK UP - ARC FAULT CIRCUIT

5) SMOKE DETECTORS TO BE INTERCONNECTED SO THAT ONE SMOKE DETECTOR ACTIVATES ALL SMOKE DETECTORS IN THE RESIDENCE

6) PROVIDE BRANCH CIRCUIT ARC-FAULT PROTECTION FOR ALL CIRCUITS SERVING: FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, OR SIMILAR ROOMS PER FBC AND NEC REQUIREMENTS.

7) PROVIDE GROUND-FAULT CIRCUIT INTERRUPTER PROTECTION FOR ALL 125-VOLT, SINGLE-PHASE 15 AND 20 AMP CIRCUITS SERVING: BATHROOMS, GARAGES, KITCHENS, ACCESORY BUILDINGS, OUTDOORS, OR WITHIN 72" OF EDGE OF ANY SINK.

8) CARBON MONOXIDE DETECTORS TO BE INSTALLED WITHIN 10' OF ALL BEDROOMS.

9) EXHAUST FANS TO BE VENTED THRU ROOF OR SOFFIT.

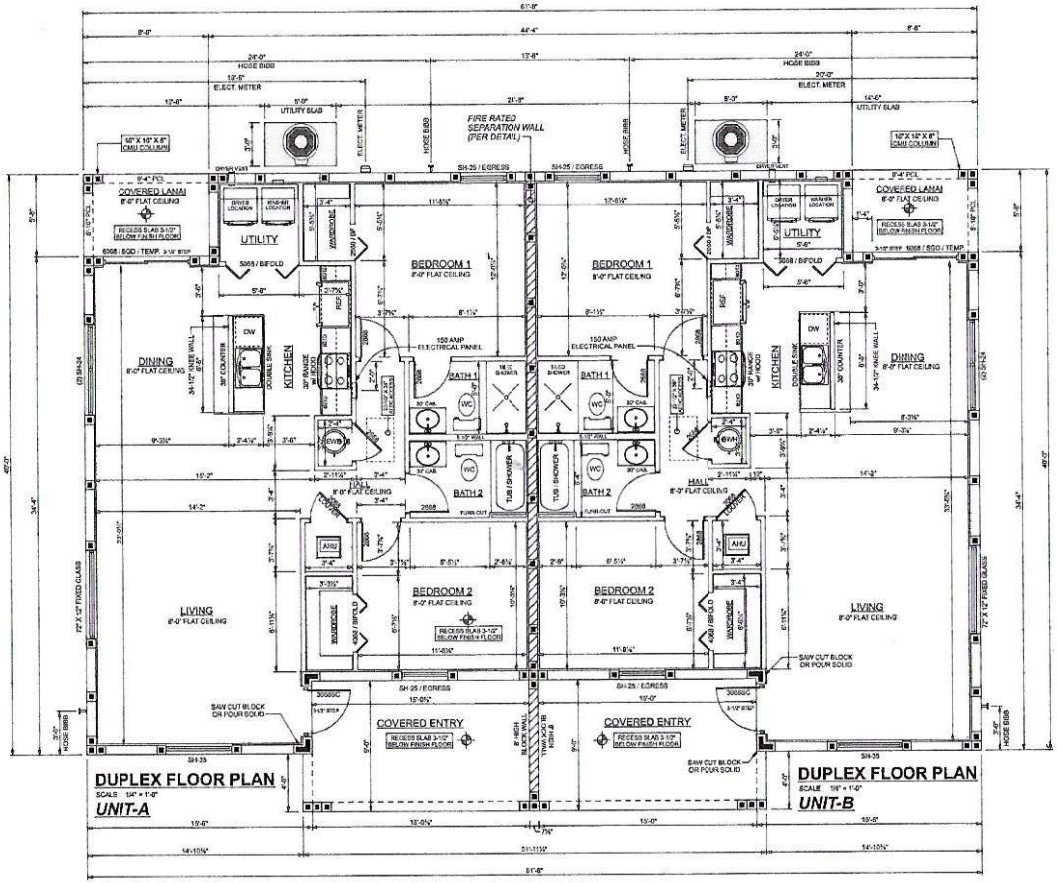
10) PROVIDE TAMPER RESISTANT RECEPTICLES PER NEC REQUIREMENTS.

TRUST CONSTRUCTION INC.
BUILDING • REMODELING • ADDITIONS
6007 CITRUS AVENUE, FORT PIERCE, FLORIDA 34982
(772) 467- 0050 CGC 1512590

PROJECT	
DATE	05-15-2024
PROJECT NAME	DAVID ROWE
PROJECT ADDRESS	SOUTH 10TH STREET, FORT PIERCE , FL 34982
SHEET TITLE	COVER SHEET
JOB NUMBER	2023-01

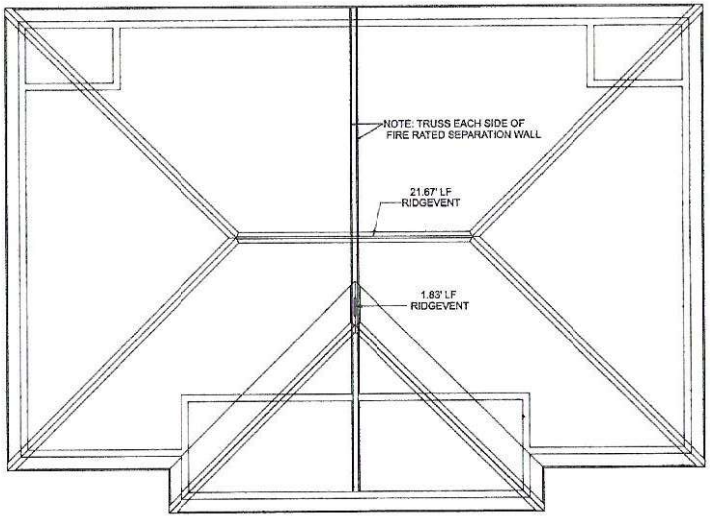
ENGINEER
BENCHMARK ENGINEERING
BOWDOIN G HUTCHINSON P.E.
FLORIDA REGISTRATION
NO. 70878

SHEET
ONE OF TEN



DUPLEX FLOOR PLAN
SCALE 1/4" = 1'-0"
UNIT-A

DUPLEX FLOOR PLAN
SCALE 1/4" = 1'-0"
UNIT-B



ROOF CONCEPT DRAWING
8'-0" BEARING HEIGHT

SCALE : 3/16" = 1'-0"

12" TRUSS OVERHANG (CANTILEVER)
6 / 12 ROOF PITCH
" SEE TYPICAL WALL SECTION & SOFFIT DETAIL FOR ADDITIONAL INFORMATION "

PLAN INFORMATION

A MULTI FAMILY RESIDENCE

FLOOR PLAN	CUSTOM
GARAGE SIDE	N/A
ELECTRICAL SERVICE	TBD
EXPOSURE	TBD
PLAN DIMENSIONS	61'-8" X 40'-0"

AREA TABULATIONS	**UNIT-A**
LIVING AREA	1106 SQUARE FEET
COVERED ENTRY	141 SQUARE FEET
COVERED LANIA	49 SQUARE FEET
TOTAL FOOT PRINT	1296 SQUARE FEET

AREA TABULATIONS	**UNIT-B**
LIVING AREA	1106 SQUARE FEET
COVERED ENTRY	140 SQUARE FEET
COVERED LANIA	49 SQUARE FEET
TOTAL FOOT PRINT	1297 SQUARE FEET

TOTAL COMBINED FOOT PRINT

2593 SQUARE FEET

CALCULATE ATTIC VENTILATION

CEILING = 2593 SQUARE FEET
2593 / 300 = 8.63 REQUIRED VENTILATION
221.33 LINEAR FEET OF 6" X 22" VENTS @ 48" O.C. = 50.9 SQ. FT. / 2 = 25.45 SQUARE FEET AVAILABLE FOR CROSS VENTILATION.
25.45 SQUARE FEET > 8.63 SQUARE FEET SOFFIT VENTILATION OK

PROVIDE 6" X 22" SOFFIT VENT @ 48" ON CENTER

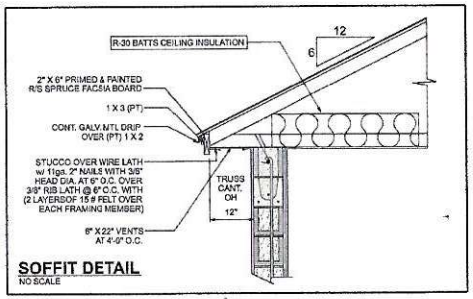
REQUIRED VENTING IN THE UPPER PORTION OF THE ATTIC

40 - 50 % OF REQUIRED VENTING AS PER FRC 806.2 EX #2

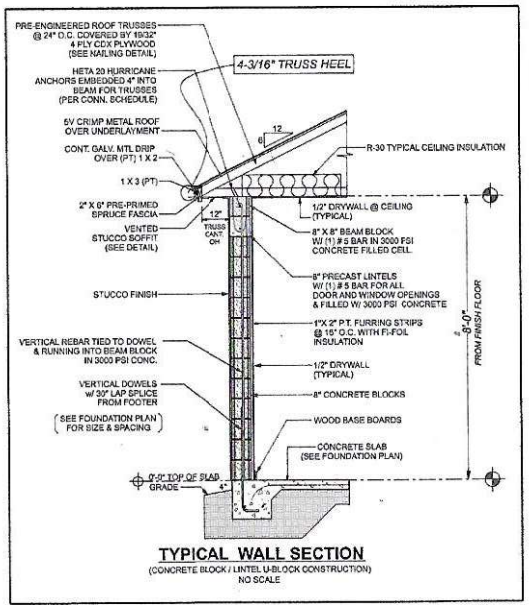
8.63 X 40% = 3.45 SQ. FT. OF RIDGE VENT
8.63 X 60% = 5.18 SQ. FT. OF RIDGE VENT

RIDGE VENT

23.4" LINEAR FEET OF 2" VENT = 3.90 SQUARE FEET OF RIDGE VENT
PROVIDE 23'-4" LF OF RIDGE VENT



SOFFIT DETAIL
NO SCALE



TYPICAL WALL SECTION
(CONCRETE BLOCK / LINTEL U-BLOCK CONSTRUCTION)
NO SCALE

DATE	05-16-2024
PROJECT NAME	**DAVID ROWE**
PROJECT ADDRESS	SOUTH 10TH STREET, FORT PIERCE., FL 34982
SHEET TITLE	FLOOR PLAN, ROOF PLAN, TYP. WALL SECTION, VENT CALCS.
CONTRACTOR	TRUST CONSTRUCTION
SCALE	AS NOTED
JOB NUMBER	2023-01
WIND SPEED	160
EXPOSURE	C
MODEL	DUPLEX

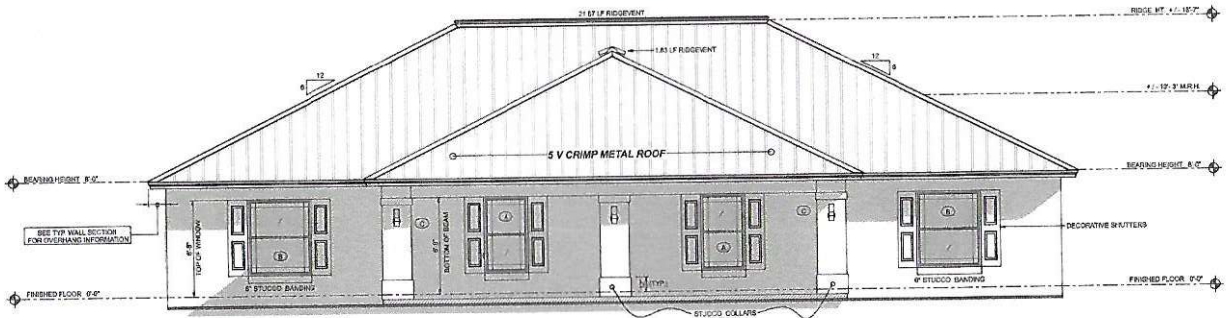
PROJECT

BENCHMARK ENGINEERING
BOWDOIN G HUTCHINSON P.E.
FLORIDA REGISTRATION NO. 70878

ENGINEER

SHEET

TWO OF TEN



FRONT ELEVATION

SCALE : 1/4" = 1'-0"

SAND FLOAT FINISH ON ALL STUCCO BANDS & RETURNS SUCH AS WINDOWS, DOORS, GARAGE DOORS, AND ENTRY

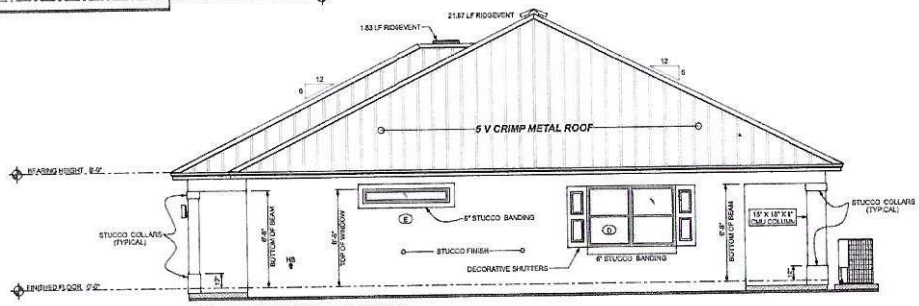


ACTUAL DESIGN PRESSURES FOR ALL EXTERIOR WINDOWS, DOORS, GARAGE DOORS AND SIMILAR ENVELOPE ELEMENTS

OPENING MARK	DESCRIPTION	OPENING AREA IN SQUARE FEET	WALL ZONE	POSITIVE	NEGATIVE
A	SH-25	18.1	INTERIOR ZONE	+ 33.5 PSF	- 36.3 PSF
B	SH-35	23.2	END ZONE	+ 33.4 PSF	- 44.6 PSF
C	3068 ENTRY DOOR	20.0	END ZONE	+ 33.4 PSF	- 44.6 PSF

EXPOSURE 160-C

DESIGN PRESSURES PER ASCE 7-16



RIGHT SIDE ELEVATION

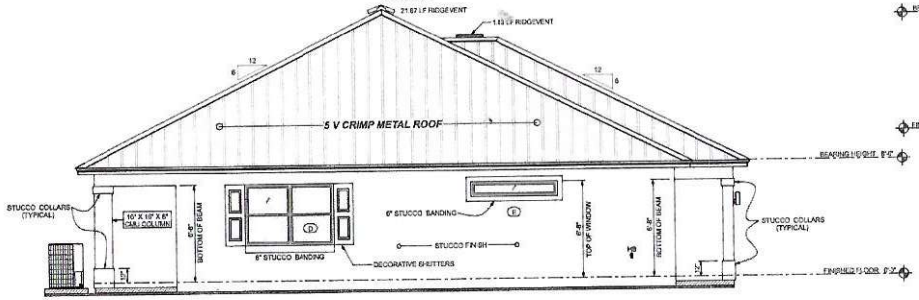
SCALE 1/4" = 1'-0"

ACTUAL DESIGN PRESSURES FOR ALL EXTERIOR WINDOWS, DOORS, GARAGE DOORS AND SIMILAR ENVELOPE ELEMENTS

OPENING MARK	DESCRIPTION	OPENING AREA IN SQUARE FEET	WALL ZONE	POSITIVE	NEGATIVE
E	FIXED GLASS	6.0	INTERIOR ZONE	+ 33.6 PSF	- 36.4 PSF
D	(2) SH 24	13.0	END ZONE	+ 33.6 PSF	- 44.9 PSF

EXPOSURE 160-C

DESIGN PRESSURES PER ASCE 7-16



LEFT SIDE ELEVATION

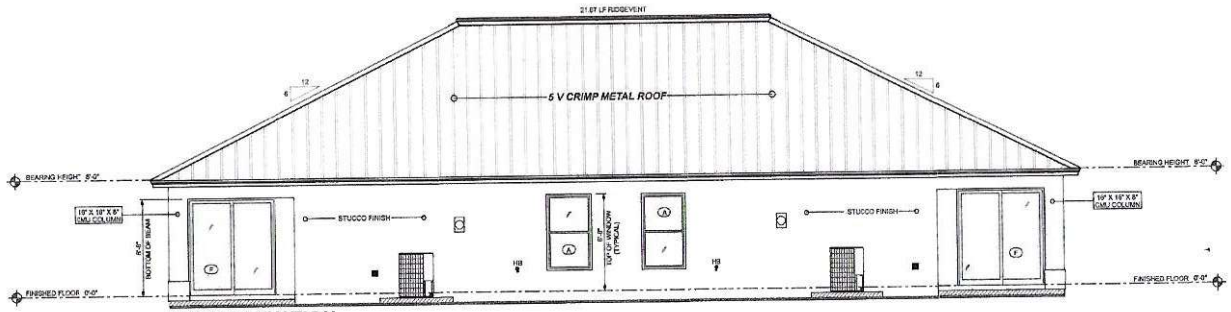
SCALE : 1/4" = 1'-0"

ACTUAL DESIGN PRESSURES FOR ALL EXTERIOR WINDOWS, DOORS, GARAGE DOORS AND SIMILAR ENVELOPE ELEMENTS

OPENING MARK	DESCRIPTION	OPENING AREA IN SQUARE FEET	WALL ZONE	POSITIVE	NEGATIVE
E	FIXED GLASS	6.0	INTERIOR ZONE	+ 33.6 PSF	- 36.4 PSF
D	(2) SH-24	13.0	END ZONE	+ 33.6 PSF	- 44.9 PSF

EXPOSURE 160-C

DESIGN PRESSURES PER ASCE 7-16



BACK ELEVATION

SCALE : 1/4" = 1'-0"

ACTUAL DESIGN PRESSURES FOR ALL EXTERIOR WINDOWS, DOORS, GARAGE DOORS AND SIMILAR ENVELOPE ELEMENTS

OPENING MARK	DESCRIPTION	OPENING AREA IN SQUARE FEET	WALL ZONE	POSITIVE	NEGATIVE
A	SH-25	18.1	INTERIOR ZONE	+ 33.5 PSF	- 36.3 PSF
F	6068 / SGD	20.0	END ZONE	+ 33.4 PSF	- 44.6 PSF

EXPOSURE 160-C

DESIGN PRESSURES PER ASCE 7-16

DATE	05-16-2024
PROJECT NAME	DAVID ROWE
PROJECT ADDRESS	SOUTH 10TH STREET, FORT PIERCE , FL 34982
SHEET TITLE	ELEVATION SHEET
CONTRACTOR	TRUST CONSTRUCTION
SCALE	AS NOTED
JOB NUMBER	2023-01
WIND SPEED	160
EXPOSURE	C
MODEL	DUPLEX PROJECT

PROJECT

BENCHMARK ENGINEERING

BOWDOIN G HUTCHINSON P.E.
FLORIDA REGISTRATION NO. 70878

ENGINEER

SHEET

THREE OF TEN

3-Loop Wave Style Bike Rack - 5 Bike Capacity, Black



More Images

Upscale stylish look for downtown shopping and business districts.

- For stadiums, parks and athletic fields.
- 10-gauge steel with attractive powder coating.
- 2 3/8" diameter bar.
- Mounting hardware included.

SPECIFY COLOR:

MODEL NO.	DESCRIPTION	SIZE L x W x H	BIKE CAPACITY	WT. (LBS.)	PRICE EACH 1	PRICE EACH 3+	COLOR	IN STOCK SHIPS TODAY
H-2543BL	3-Loop	43 x 2 1/2 x 39"	5	56			Black	1 ADD

SHIPS VIA MOTOR FREIGHT

− Additional Info | + Parts | + Shopping Lists | Request a Catalog

DIMENSIONS:
- Base Plate (Diameter): 7"
- Mounting Holes: 9/16"

MOUNTING HARDWARE:
- Included hardware is for concrete, block or stone.
- Not recommended for asphalt.

Ships Via Motor Freight

Availability: In Stock
Unit Weight: 56 lbs.

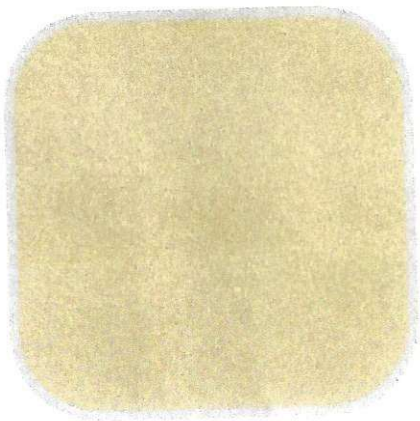
Instructions

Catalog Page 417

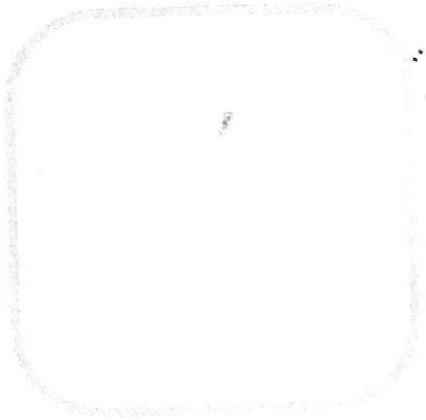
Email Item

Country of Origin: USA

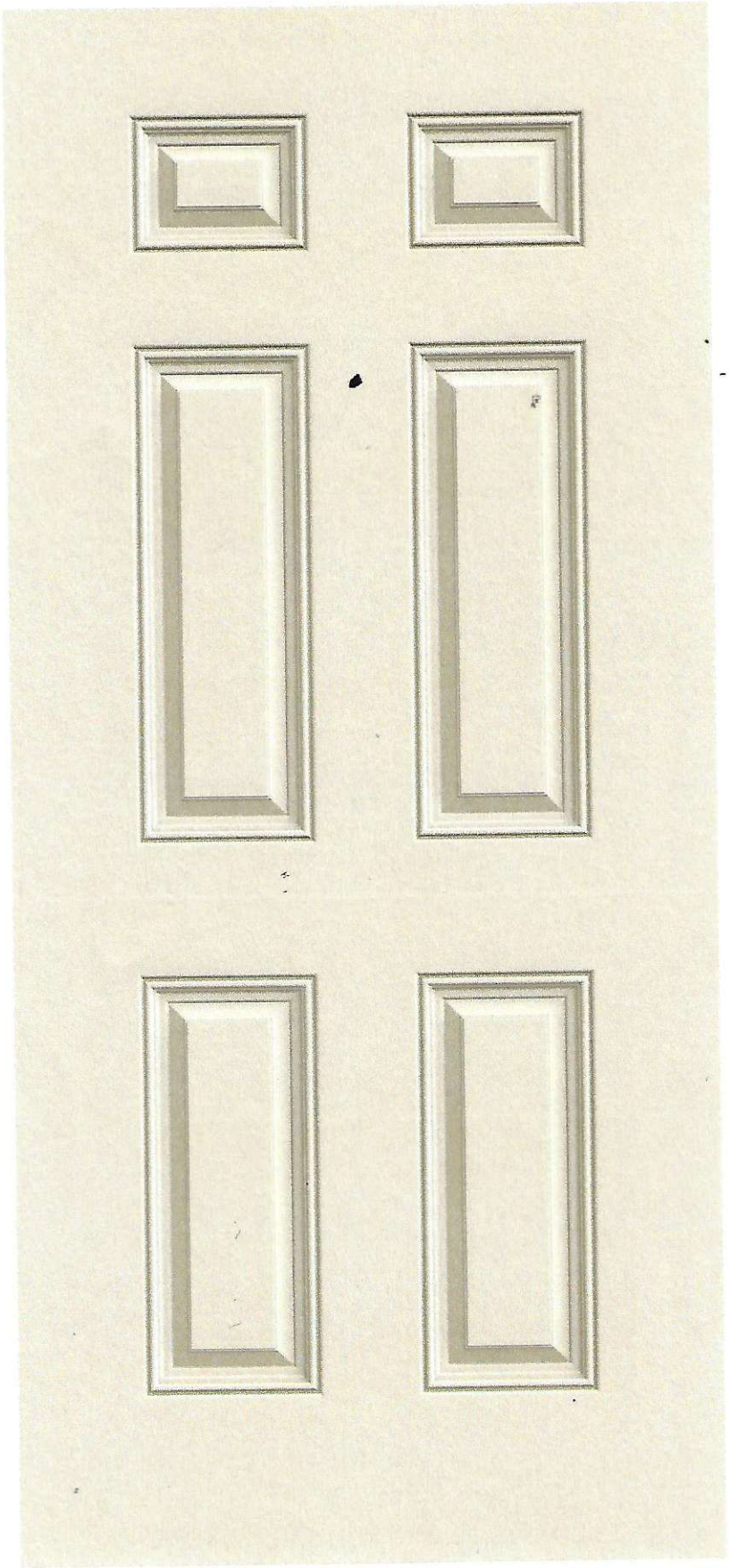
SAME DAY SHIPPING | HUGE SELECTION IN STOCK | SHIPS FROM 13 LOCATIONS



Behr Baja PPU7-08



Polar Bear White #75




PGT
USA
WinGuard

Traffic Impact Report

The proposed duplex is positioned on a corner lot at Tennessee Ave. and S. 10th Street. The driveways are located to enter/exist on Tennessee Ave. The area is a mixed use of commercial/residential. The commercial side is low volume traffic. The neighboring offices are a tax office and beauty salon. The proposed duplex is designed with driveways wide enough to accommodate two vehicles on both sides.

We do not foresee any burdening efforts by building this duplex.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use with New Construction - Rowe Duplex

NOTICES PROVIDED PURSUANT TO: City Code 125-37

NOTICE BY NEWSPAPER: September 1st, 2024

NOTICE BY MAIL: August 27th, 2024

NOTICE BY SIGNS: August 8th, 2024

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: Vennis Gilmore **DATE:** August 29th, 2024

Virginia Avenue Plaza LLC
877 NE Jensen Beach Blvd
Jensen Beach; FL 34957

Fort Pierce Office Holdings #1
5801 N Congress Ave
Boca Raton; FL 33487

Michael A Modica
3073 SE Darien RD
Port St Lucie; FL 34952-5813

L.P. Roberts Investment Group LLC
710 NW Bristol ST
Port St Lucie; FL 34983-8305

River Investments of Fort Pierce LLC
2915 S Indian River Dr
Fort Pierce; FL 34982

Patricia Burey-Walker
1803 Barnstable RD
Wellington; FL 33414-6146

Gilberto Hernandez and Adela Hernandez
1018 S 7th St
Fort Pierce; FL 34950-9317

Haka Realty LLC
139 SW Port St Lucie BLVD; Unit Ste A
Port St Lucie; FL 34984-5031

Mary Rainer
1903 Sunrise BLVD
Fort Pierce; FL 34950-8101

Jules-Toussaint LLC
5675 Sunberry CIR
Fort Pierce; FL 34951-3119

Cheri G Surloff (TR)
6051 N Ocean DR; Unit Apt 1405
Hollywood; FL 33019-4624

Malinska Cargo Shipping LLC
116 Newton Rd
West Park; FL 33023

East Sunrise LLC
PO Box 14980
Fort Pierce; FL 34979-4980

ZP Holdings LLC
5 Harbour Isle Dr E; Unit Unit 304
Fort Pierce; FL 34949-2757

DTE Properties LLC
2201 S 10th St
Fort Pierce; FL 34950-5318

RFMD Investments LLC
PO Box 650991
Vero Beach; FL 32965-0991

City of Fort Pierce
100 N US Highway 1
Fort Pierce; FL 34950-4205

Windsor Medical Properties LLC
1000 Virginia Ave
Fort Pierce; FL 34982-3522

Michael C Riordan and Lucy D Riordan
213 Marina Dr
Fort Pierce; FL 34949-8816

Ethel A Rowe (LF EST)
2105 S 10th ST
Fort Pierce; FL 34950-5318

David Rowe
7203 Coquina AVE
Fort Pierce; FL 34951-5208

H M Rentals Inc
1003 Tennessee Ave
Fort Pierce; FL 34950-5368

Luis A Jimenez Class
101 E Vine ST
Kissimmee; FL 34744-4200

Oeun Jacobson
2103 Sunrise BLVD
Fort Pierce; FL 34950-5333

Lucner Alexandre and Marie E Alexandre
2014 Sunrise BLVD
Fort Pierce; FL 34950-5365

Ronald E Smith and Casandra Smith
2844 Blackwater Creek DR
Lakeland; FL 33810-2658

Olivia Law
2018 Sunrise Blvd
Fort Pierce; FL 34950

Violet J Taylor (EST)
2020 Sunrise BLVD
Fort Pierce; FL 34950-5365

2017 South Holdings LLC
6012 Santa Margarito DR
Fort Pierce; FL 34951-3126

Maria Lorena Arreola and Arturo Gonzalez
805 Grandview BLVD
Fort Pierce; FL 34982-6216

Jose C Gil and Gloria V De Gil
2013 S 10th ST
Fort Pierce; FL 34950-5316

Jan A Miller and Robert G Miller
2011 S 10th St
Fort Pierce; FL 34950

Lawrence M Ozdyck and Cynthia J Ozdyck
2007 S 10th ST
Fort Pierce; FL 34950-5316

Island House Owners Association Inc
2050 Oleander BLVD
Fort Pierce; FL 34950-5334

Marvin N Lindsay
2050 Oleander Blvd; Unit Apt 1-101
Fort Pierce; FL 34950-5303

Howard Lindsay
1641 Laurel Leaf LN; Unit Apt A
Fort Pierce; FL 34950-7005

Eggs and Sausage LLC (TR)
3225 McLeod DR; Unit Ste 777
Las Vegas; NV 89121-2257

Terrie A Mason
2050 Oleander BLVD; Unit Apt 1-106
Fort Pierce; FL 34950-5303

Florida Vacation Properties By Didi Corp
1757 SW Ardmore ST
Port St Lucie; FL 34953-1055

Nancy V Neeley-Morando
2050 Oleander BLVD; Unit Apt 1-202
Fort Pierce; FL 34950-5315

Rebecca Lurie
2050 Oleander BLVD; Unit Apt 1-203
Fort Pierce; FL 34950-5315

Rockhead Properties Inc
6953 Hancock DR
Port St Lucie; FL 34952-8207

Suhad Eluri
431 Faneuil ST; Unit Apt 1A
Brighton; MA 02135-1632

Robert C Brown Jr and Diane M Brown
223 Rock Island RD
Quincy; MA 02169-3837

Brenda McGriff
2050 Oleander BLVD; Unit Apt 1-302
Fort Pierce; FL 34950-5505

Robert P Robertson and Rose Elaine Robertson
3796 State Route 4; Unit 4
Bucyrus; OH 44820-9468

Richard Monsalve and Dagmara K Monsalve
1731 SE Clearmont ST
Port Saint Lucie; FL 34983-4605

Gloriana Rodriguez
2050 Oleander BLVD; Unit Apt 1-305
Fort Pierce; FL 34950-5390

HITU Investments LLC
507 SW Lake Manatee WAY
Port St Lucie; FL 34986-1775

Allen R Smith and Tricia A Smith
2050 Oleander BLVD; Unit Apt 2-101
Fort Pierce; FL 34950-5304

Gary M Souza and Jeffrey M Souza
2050 Oleander BLVD; Unit Apt 2-102
Fort Pierce; FL 34950-5304

Gregory A Hearn and Lora B Hearn
2050 Oleander BLVD; Unit Apt 2-103
Fort Pierce; FL 34950-5304

Akbar Wahaj and Robina Akbar
1886 SW Brisbane ST
Port St Lucie; FL 34984-3507

Advance Building Contractors Inc
2440 S Jenkins RD
Fort Pierce; FL 34947-5310

Maria C Torres
2589 Devine RD
Fort Pierce; FL 34981-5022

Hanoi Investments LLC
18098 49th St N
Loxahatchee; FL 33470-1812

Maria Pfeiffer
4621 SE Shady Ridge LN
Stuart; FL 34997-2335

Claudia Copquia
3 Caxton ST
Melville; NY 11747-1604

Donald Wood and Laurie Wood
2025 Stanchion ST
Haw River; NC 27258-9456

Janice Louise Wilson Trust
1776 Princeton AVE
Saint Paul; MN 55105-1917

Bernard L Washington Jr
2050 Oleander BLVD; Unit Apt 3-102
Fort Pierce; FL 34950-5305

Ericka L Nelson and Donald Nelson and Derrick Nelson
2050 Oleander BLVD; Unit Apt 3-103
Fort Pierce; FL 34950-5305

Hugh Duffy (TR)
4050 Dorado DR
Palm Beach Gardens; FL 33418-6509

Anthony R Via (TR) and Paula E Via (TR)
5930 NW Brenda CIR
Port St Lucie; FL 34986-3636

Kelly Ann Mastros and Jason Nicholas Mastros
110 Florida AVE; Unit Apt A
Fort Pierce; FL 34950-1545

HHLM Properties LLC
37 E High Point RD
Stuart; FL 34996-7004

Holly McClintock (TR)
92 Hart RD
Barrington; IL 60010-2665

Richard Lynch (TR) and Ellen M Higinbotham-Lynch (TR)
2050 Oleander BLVD; Unit Apt 3-206
Fort Pierce; FL 34950-5392

ESR Group LLC
10980 Bal Harbor DR
Boca Raton; FL 33498-4547

JAS FLORIDA MANAGEMENT LLC
7725 Quida DR
West Palm Beach; FL 33411-5810

Sara B Dale (TR)
4701 S Indian River Dr
Fort Pierce; FL 34982-7769

Equity Trust Company and Robert Belgau IRA
701 N Indian River DR; Unit Apt 204
Fort Pierce; FL 34950-9107

Constantino A Colonna and Josephine R Colonna
1902 62nd St
Brooklyn; NY 11204

Anona Swan
2050 Oleander BLVD; Unit Apt 4-106
Fort Pierce; FL 34950-5393

John J Alves and Lorraine F Alves
200 South St
Belchertown; MA 01007-9237

Island House 4-203 LLC
11548 SW Apple Blossom TRL
Port St Lucie; FL 34987-2724

John M Coyle
2050 Oleander BLVD; Unit Apt 4-204
Fort Pierce; FL 34950-5393

Louise M Du Bois and Tracy Segui
2050 Oleander BLVD; Unit Apt 4-205
Fort Pierce; FL 34950-5393

Avraham Gueta
Haike grossman 19
rishon le Zion 7576028

Southern Courtyard Town Homes Assoc Inc
2016 S 10th ST
Fort Pierce; FL 34950-5357

Ian Alexander Back
2007 Oleander BLVD; Unit Apt A
Fort Pierce; FL 34950-5344

2007 Land Trust Agreement
5483 NW Branch AVE
Port St Lucie; FL 34986-4019

Sylvia B Jambu and Luis A Gutierrez
2007 Oleander BLVD; Unit Apt C
Fort Pierce; FL 34950-5344

M.O.D. INVESTMENTS
1135 74th AVE
Vero Beach; FL 32966-1305

Ronan O Ordonez Portillo
5937 NW Carefree ST
Port St Lucie; FL 34986-4219

Hector Arbos
16351 SW 274th TER
Homestead; FL 33031-2955

Tannisha Ava Stewart
7141 Woodmont WAY
Tamarac; FL 33321-2639

Anand Properties LLC
13748 Paddock DR
Wellington; FL 33414-7836

Lilava Properties LLC
1357 NE Ocean BLVD; Unit Apt 406
Stuart; FL 34996-1536

Megan W Ayers
2009 Oleander BLVD; Unit Apt D
Fort Pierce; FL 34950-5384

Marissa D Marchitto
2010 S 10th ST; Unit A
Fort Pierce; FL 34950

John Staab and Judi Stabb
3224 SW Perimeter Rd
Palm City; FL 34990

Durand Estima and Kirsten Estima
2010 S 10th ST; Unit Apt D
Fort Pierce; FL 34950-5345

Varshaben Patel
2614 SW River Shore DR
Port St Lucie; FL 34984-4941

Caibbean Traders International LLC
10 Harbor Isle Dr East PH2
Fort Pierce; FL 34949-2762

Diosark Inc
PO Box 221315
West Palm Beach; FL 33422-1315

Morningside Funding LLC
2370 Rice BLVD; Unit Ste 200
Houston; TX 77005-2644

Joia Christen Gibble
2012 S 10th ST; Unit Apt A
Fort Pierce; FL 34950-5346

FLORDEMAMELI LLC
3401 SW 160th AVE; Unit Ste 300
Miramar; FL 33027-4696

Evangelos Florias
2012 S 10th ST; Unit Apt C
Fort Pierce; FL 34950-5346

Byron Thomas
2012 S 10th ST; Unit Apt D
Fort Pierce; FL 34950-5346

Catharine Elizabeth Davis
2013 Oleander BLVD; Unit Apt B
Fort Pierce; FL 34950-5350

Alejandro Jose Bermudez
2013 Oleander BLVD; Unit Apt C
Fort Pierce; FL 34950-5350

Alain David Dubreuil
2013 Oleander BLVD; Unit Apt D
Fort Pierce; FL 34950-5350

Susan Rozman
5202 Birch Dr
Fort Pierce; FL 34982-3822

Caribbean Traders International LLC
10 Harbour Isle Dr E Unit PH02
Fort Pierce; FL 34949-2762

Four Leaf Clover LLC
1010 S Ocean BLVD; Unit # 717
Pompano Beach; FL 33062-6666

Linda M Himmighoefer (LF EST)
2814 Stoneway LN; Unit Apt A
Fort Pierce; FL 34982-6183

Jonathan Norena and Jennifer Norena
3553 Wiles RD; Unit Apt 208
Coconut Creek; FL 33073-2209

Pedro L Reyes and Sylvia M Reyes and Dominic Reyes
2015 Oleander BLVD; Unit Apt B
Fort Pierce; FL 34950-5385

Hope Benbow
2015 Oleander BLVD; Unit Apt C
Fort Pierce; FL 34950-5385

Maxene Beauvais and Diteline F Beauvais
2015 Oleander BLVD; Unit Apt D
Fort Pierce; FL 34950-5385

Diosark Inc
12261 152nd ST
Jupiter; FL 33478-3558

Stacey-Ann Richards
2016 S 10th ST; Unit Apt B
Fort Pierce; FL 34950-5357

Adrian C Garcia and Luz Garcia
2016 S 10th ST; Unit Apt C
Fort Pierce; FL 34950-5357

Vladana Aleman-Brizuela
807 W Oakland Park BLVD; Unit G5
Wilton Manors; FL 33311-1748

Saint Lucie Holdings; LLC
5613 Paleo Pines CIR
Fort Pierce; FL 34951-2346

Janice N Robinson
2017 Oleander BLVD; Unit Apt B
Fort Pierce; FL 34950-5351

Donald Javier
2017 Oleander BLVD; Unit C
Fort Pierce; FL 34950-5351

Vladana Aleman
2016 S 10th ST; Unit Apt D
Fort Pierce; FL 34950-5357

John David Yarbrough Jr and Carla Janet Yarbrough
2018 S 10th ST; Unit Apt A
Fort Pierce; FL 34950-5348

Jacqueline Cannavan
2699 Stirling Rd Ste C303
Fort Lauderdale; FL 33312-6592

Marcela Janeth Henriquez De Dunn
2018 S 10th ST; Unit Apt C
Fort Pierce; FL 34950-5348

Daniel Prystupa
914 N Lima ST
Burbank; CA 91505-2929

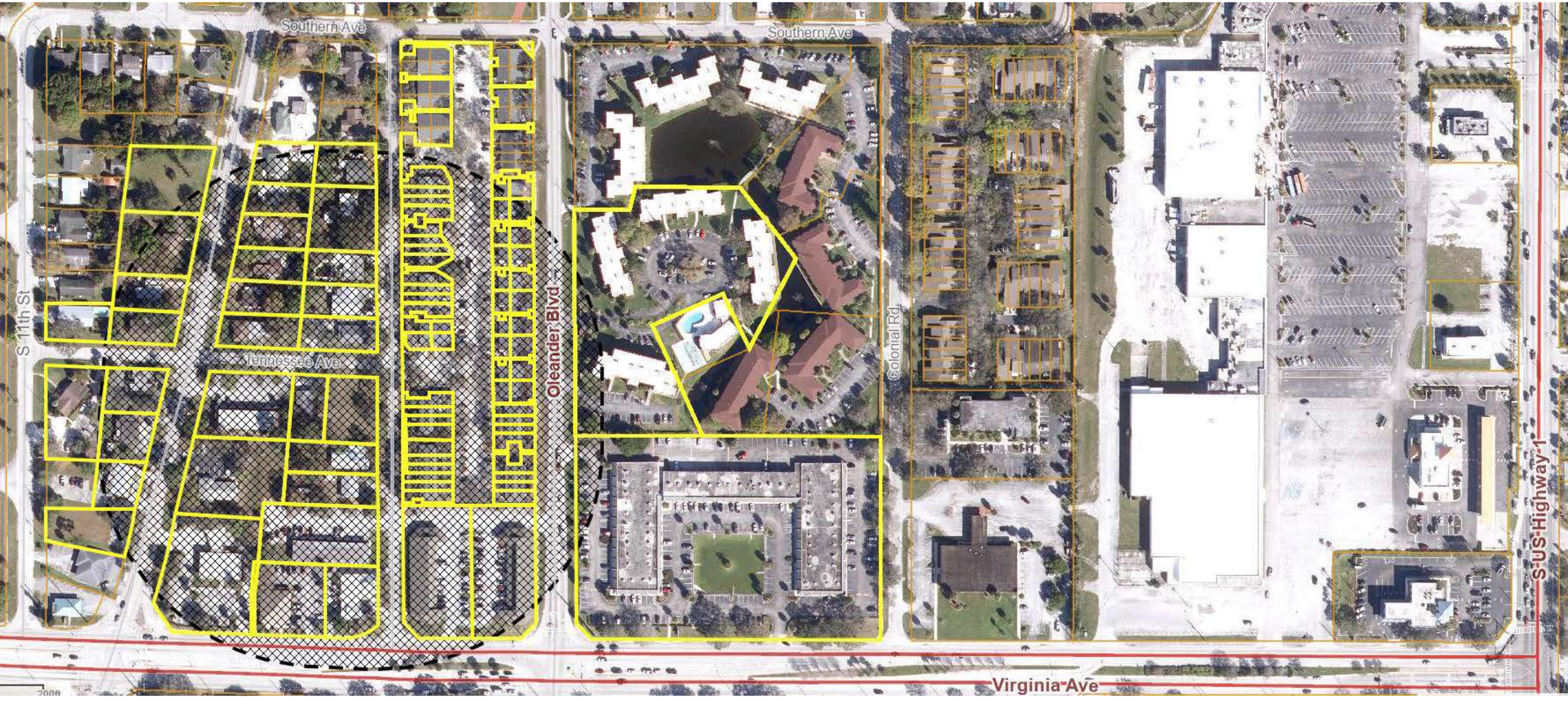
Lilian T DiVasto
3197 SW Dimattia ST
Port St Lucie; FL 34953-4560

Yamilet Hill (LF EST)
2018 S 10th ST; Unit F
Fort Pierce; FL 34950-5348

Balfor Properties; LLC
39 Clearview AVE
Danbury; CT 06811-3332

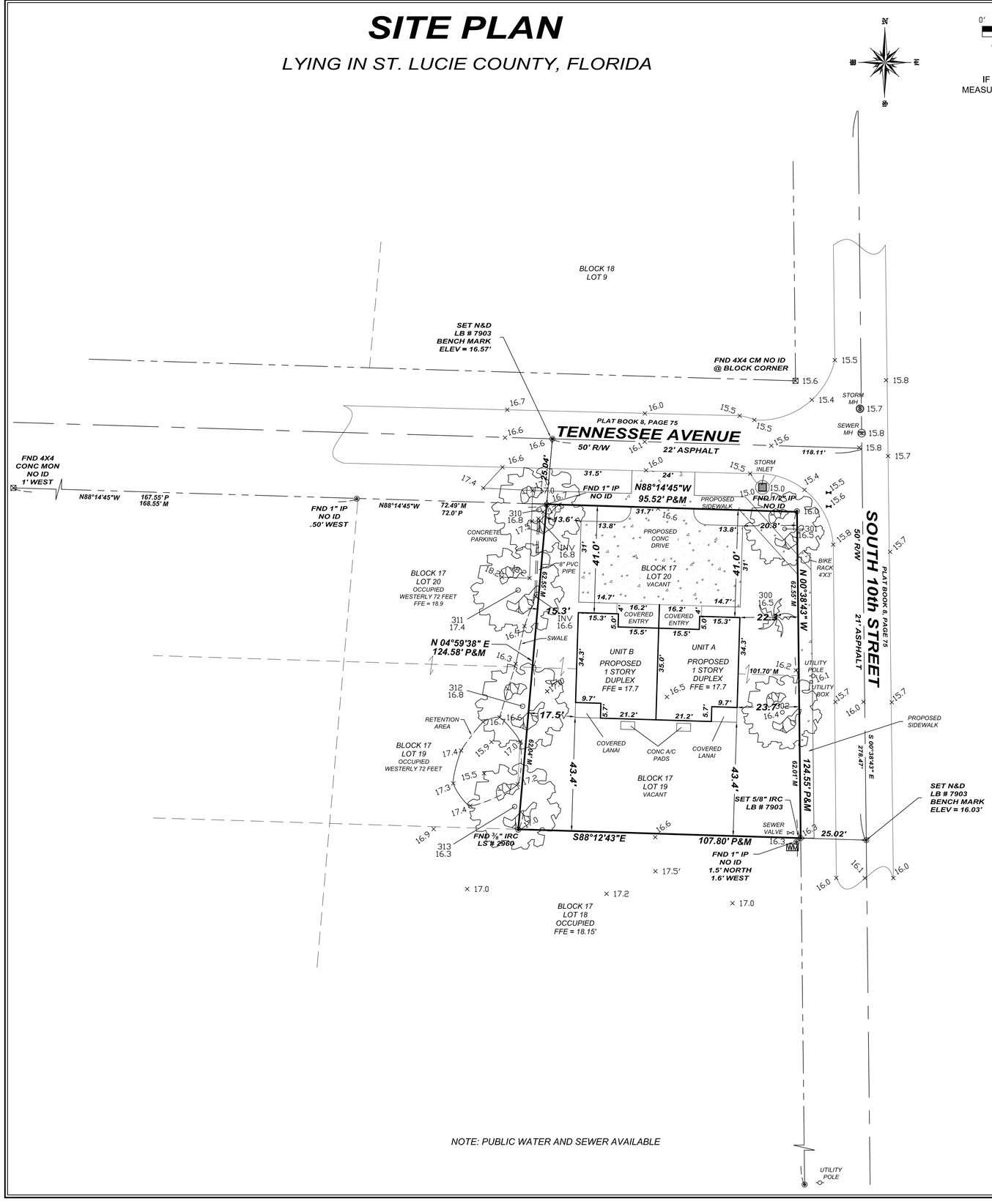
Christos Kellaris
2700 N Military Trl Ste 200
Boca Raton; FL 33631-6394

OLEANDER2019TOWNHOMEFL LLC
13217 Jamboree RD; Unit # 103
Tustin; CA 92782-9158


Southern Ave
Southern Ave
S 11th St
Tennessee Ave
Oleander Blvd
Colonial Rd
S US Highway 1
Virginia Ave

SITE PLAN

LYING IN ST. LUCIE COUNTY, FLORIDA

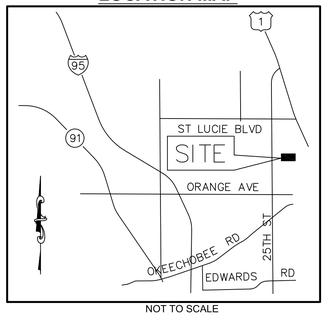


0′ 20′ 40′

GRAPHIC SCALE IN FEET

IF THIS BAR DOES NOT MEASURE 1 INCH, THE DRAWING IS NOT TO SCALE

LOCATION MAP



NOT TO SCALE

STREET ADDRESS

2105 SOUTH 10th STREET,
FORT PIERCE, FLORIDA 34950

PROPERTY DESCRIPTION

LOTS 19 AND 20, LESS THE WESTERLY 72 FEET THEREOF, BLOCK 17, OF SUNRISE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 75, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 0.61 ACRES, MORE OR LESS.

LEGEND & ABBREVIATIONS

A	ARC LENGTH
A/C	AIR CONDITIONER
BM OR ⊕	BENCHMARK
BRG	BEARING
C	CALCULATED DATA
CBS	CONCRETE BLOCK STRUCTURE
C/L	CENTERLINE
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
DB	DEED BOOK
DBH	DIAMETER AT BREAST HEIGHT
DEG OR °	DEGREE
ELEV	ELEVATION
FFE	FINISHED FLOOR ELEVATION
FND	FOUND
ID	IDENTIFICATION NUMBER
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD & CAP
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
M	MEASURED DATA
MHWL	MEAN HIGH WATER LINE
MON	MONUMENT
N&D	NAIL AND DISK
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NO OR #	NUMBER
OHP	OVERHEAD UTILITIES
ORB	OFFICIAL RECORDS BOOK
P	PLATTED DATA
PB	PLAT BOOK
PG(S)	PAGE(S)
PLS	PROFESSIONAL LAND SURVEYOR
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS
RLS	REGISTERED LAND SURVEYOR
R/W	RIGHT-OF-WAY
WM	WATER METER
△	DELTA
(SS)	SANITARY SEWER
	UTILITY POLE

GLOBAL POSITIONING SYSTEM (GPS) NOTES

1. REAL TIME KINEMATICS (RTK) METHOD WAS UTILIZED USING CARLSON BRX-6+, 372 CHANNEL GNSS ATHENA, WITH ATLAS L-BAND RECEIVER.

2. TYPICALLY, A BASE RECEIVER IS SET UP ON AN ESTABLISHED CONTROL STATION WHILE A ROVING RECEIVER LOCATES EXISTING MONUMENTS, IMPROVEMENTS AND CONTROL ON THE PROJECT.

3. GPS SURVEY MEASUREMENTS WERE PROCESSED AND ADJUSTED USING CARLSON SURVEY 2018.

4. THE HORIZONTAL AND VERTICAL TARGET ACCURACY FOR THIS SURVEY EXCEEDS MINIMUM STANDARDS OF PRACTICE PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17.

5. THE COORDINATES SHOWN HEREON ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM OF THE NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT).

SURVEYOR'S NOTES

1. THE PURPOSE AND/OR EXPECTED USE OF THIS SURVEY AND/OR MAP IS TO SUBMIT TO LOCAL MUNICIPALITY FOR RESIDENTIAL BUILDING PERMITTING OF A DUPLEX BUILDING . ANY OTHER USE IS PROHIBITED BY ASI.

2. REPRODUCTIONS AND/OR PHOTO COPIES, WHETHER PARTIAL OR IN ITS ENTIRETY, AS WELL AS ANY ADDITIONS AND/OR DELETIONS TO THIS SURVEY ARE PROHIBITED BY ASI AND WILL DEEM THIS SURVEY AND/OR MAP TO BE INVALID REGARDLESS OF ANY SIGNATURE OR SEAL, WHETHER THAT SIGNATURE OR SEAL IS DIGITAL OR NOT.

3. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH RIGHT OF WAY LINE OF TENNESSEE AVENUE HAVING A BEARING OF N88°14'45"W, ACCORDING TO THE PLAT OF SUNRISE ESTATES, AS RECORDED IN PLAT BOOK 8, PAGE 75, PUBLIC RECORDS, ST. LUCIE COUNTY, FLORIDA.

4. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X", ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12111 C 0187 K, EFFECTIVE DATE FEBRUARY 19, 2020.

5. ELEVATIONS, IF SHOWN, ARE IN NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988 AND ARE REFERENCED TO ST. LUCIE COUNTY BENCHMARK "VIR 2-15" HAVING AN ELEVATION OF 17.72'.

6. ALL MEASUREMENTS ARE IN ACCORDANCE WITH UNITED STATES STANDARDS, IN FEET AND DECIMALS THEREOF.

7. ALL ABOVE GROUND FIXED IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED AND SHOWN HEREON.

8. UNDERGROUND UTILITIES AND UTILITY SERVICES HAVE NOT BEEN LOCATED ON THIS SURVEY.

9. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY OCCUPY LAND SURVEYED OR LAND OF OTHERS.

10. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENT'S DEED RESTRICTIONS, OR MURPHY ACT DEEDS.

11. THE LAST DATE OF FIELD WORK AND/OR DATA ACQUISITION WAS OCTOBER 06, 2023. ANY CHANGES TO THE PROPERTY AFTER THAT DATE ARE NOT INCLUDED ON THIS SURVEY.

SURVEYOR'S CERTIFICATION

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE SURVEY OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS MINIMUM STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATE STATUTES. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S.

CHARLES ARNOLD, PSM
FLORIDA CERTIFICATE NO. LS4971

DATE

NOTE:
If this is an electronically signed and sealed survey and/or map, it is done so per Florida Administrative Code (F.A.C.) 5J-17. Any printed survey and/or map and copies thereof are not valid without the original signature and seal of a Florida licensed surveyor and mapper.

ARNOLD SURVEYING, INC.
PROFESSIONAL SURVEYORS & MAPPERS
FLORIDA LICENSED BUSINESS NUMBER 7903
4888 N. KINGS HIGHWAY #425, FORT PIERCE, FLORIDA 34951
24 VERDE VISTA, FORT PIERCE, FLORIDA 34951
PHONE (772) 708-1819 SURVEY@ASI-SURVEY.COM

DATE	BY	REVISIONS
06/04/2024	RC	REVISED SITE PLAN
12/21/2023	RC	ADDED SITE PLAN

CERTIFICATIONS:
ETHEL A. ROWE

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DRAWN BY:	RC
CHECKED BY:	CA
DATE:	10/06/2023
HORIZONTAL SCALE	1"=20'
SHEET	1 OF 1
PROJECT NO.	23-530

City Commission Regular Meeting - 5:05 pm **12. f.**

Meeting Date: 09/16/2024

Re: Site Plan - Asphalt Plant - 4060 Selvitz Road

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Quasi-Judicial Hearing - Application for a Site Plan (Design & Development Review) submitted by applicant ETM Solutions, LLC on behalf of owner Wanda Johnson to operate 325,937 square feet for use of an Asphalt Plant located at 4060 Selvitz Road, more specifically located at Parcel Control Number: 2432- 223-0004-000-6

SUMMARY:

Request for review of an application for a Site Plan to operate and maintain a portable asphalt plant on an approximately 325,937 square foot parcel at 4060 Selvitz Road.

The subject parcel has a total of 12.79 acres, with 7.48 acres used for the “portable” asphalt plant. The plant is portable in that it is capable of being taken apart, shipped and set up in another location. However, it is anticipated that the asphalt plant will remain on site as a permanent activity.

The site is surrounded by Heavy Industrial and Planned Development Zoning Districts and Heavy Industrial Future Land Use uses.

RECOMMENDATION:

Staff recommends two (2) conditions:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    1. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
        1. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article
        2. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance
2. A painted stop bar and defined driveway/width at the property line is required to be installed prior to issuance of final certificate of occupancy

ALTERNATIVES:

1. Recommend approval with additional conditions
2. Recommend disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report
Applicant File
Staff Supporting Documents
Public Notice
Site Plan for Signature

Form Review

Inbox	Reviewed By	Date
City Manager	Kerry Driver	09/04/2024 11:39 AM
City Manager	Linda Cox	09/04/2024 05:45 PM

Form Started By: Kerry Driver
Started On: 08/21/2024 11:27 AM
Final Approval Date: 09/04/2024

CITY OF FORT PIERCE

CITY COMMISSION

September 16th, 2024

Asphalt Plant
4060 Selvitz Road

APPLICANT

ETM Solutions, LLC Robert Baer, Manager

PROPERTY OWNER(S)

Wanda Johnson

PARCEL ID #(S):
2432-223-0004-000-6

4060 Selvitz Rd., Asphalt Plant SITE PLAN

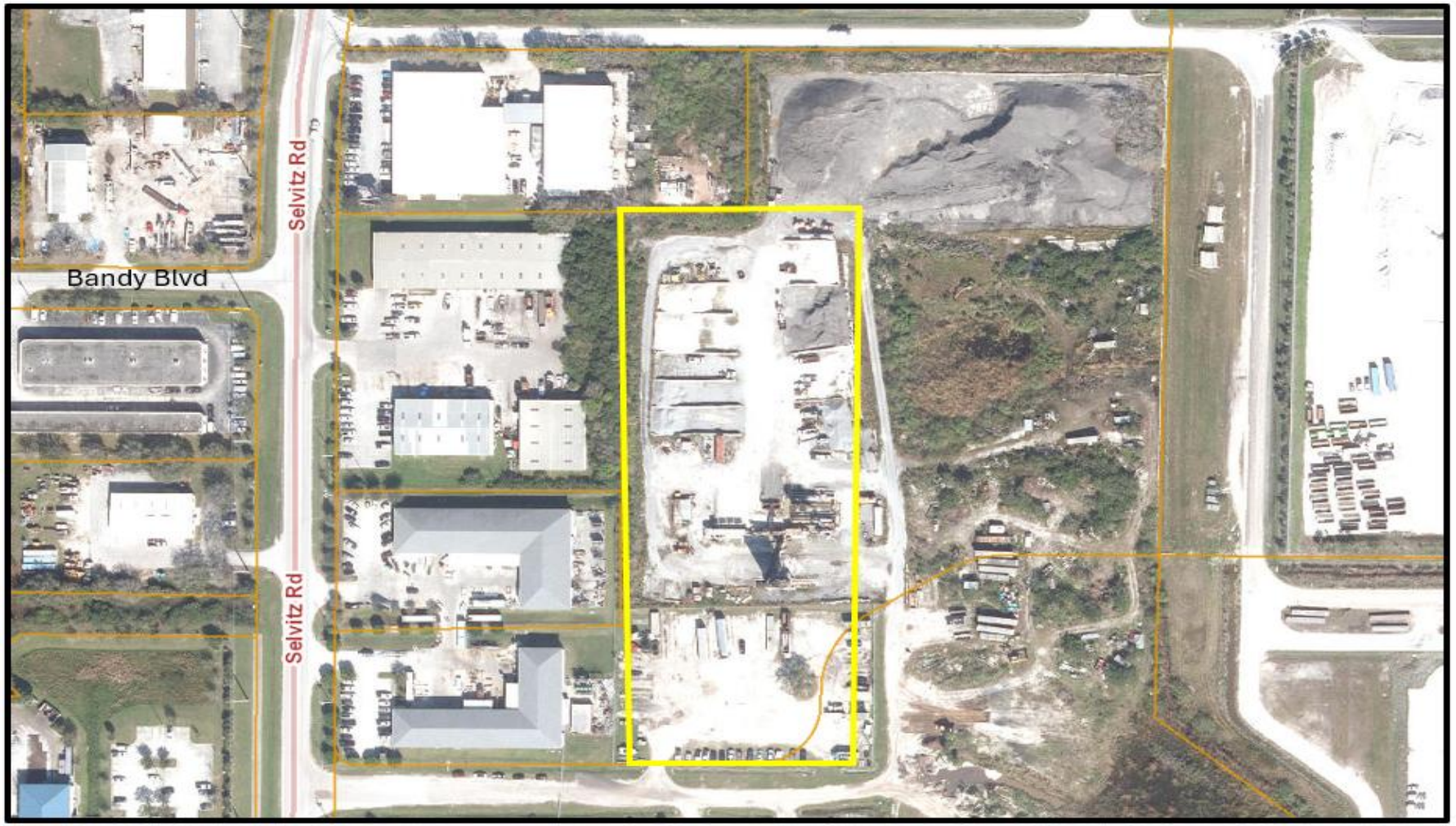
SUMMARY

Request for review of an application for a Site Plan to operate and maintain a portable asphalt plant on approximately 325,937 square foot parcel at 4060 Selvitz Road.

The subject parcel has a total of 12.79 acres however, 7.48 acres will be used for the “portable” asphalt plant. While the plant is portable in that it is capable of being taken apart, shipped and set up in another location, the Project anticipates the portable asphalt plant to be permanent on the Property.

The site is surrounded by Heavy Industrial and Planned Development Zoning districts and Heavy Industrial Future Land Use uses.

SITE LOCATION

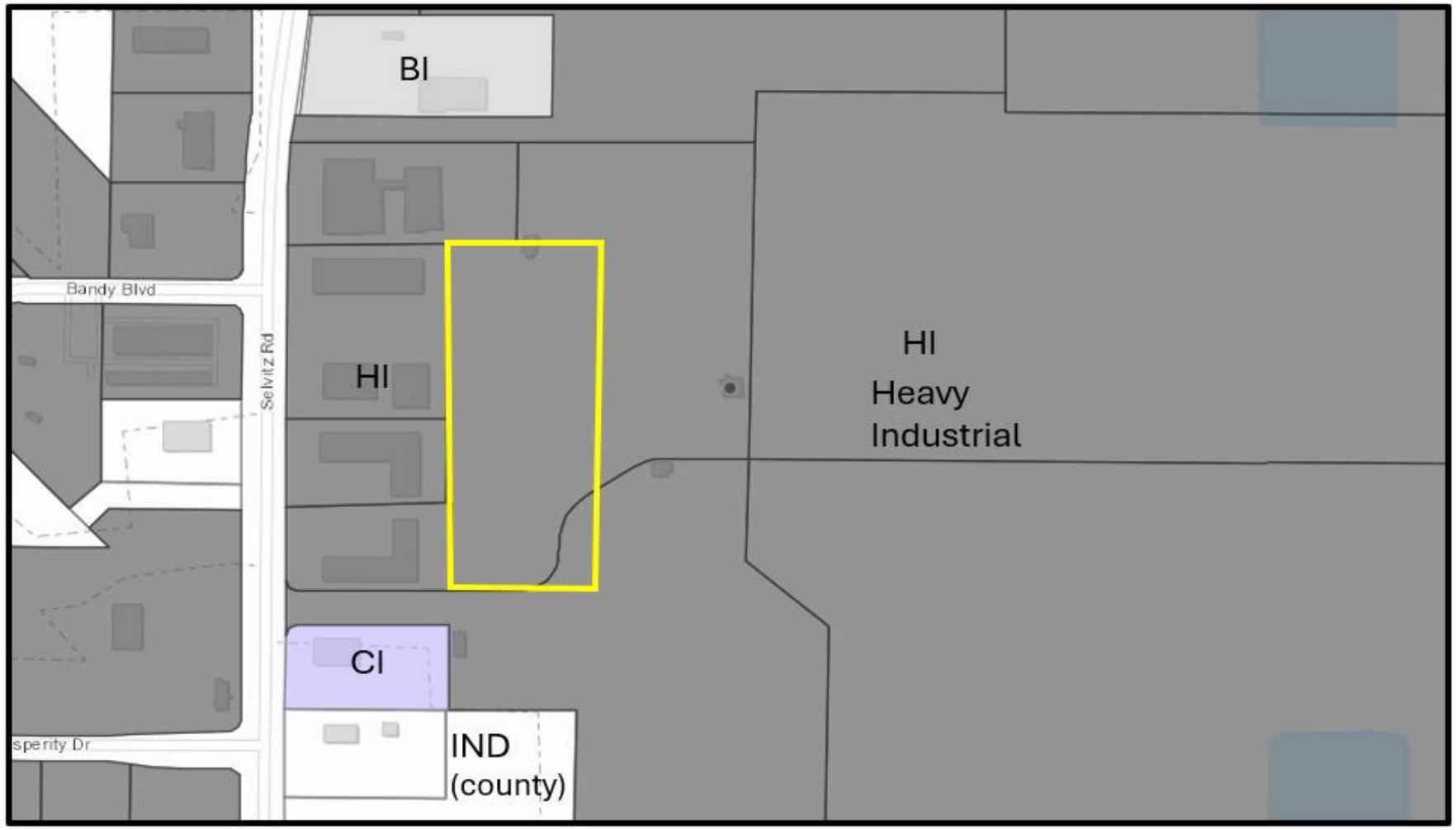


SITE AREA= 12.79 +/- Acres
PLANT AREA = 7.48 +/- Acres

4060 Selvitz Rd., Asphalt Plant SITE PLAN

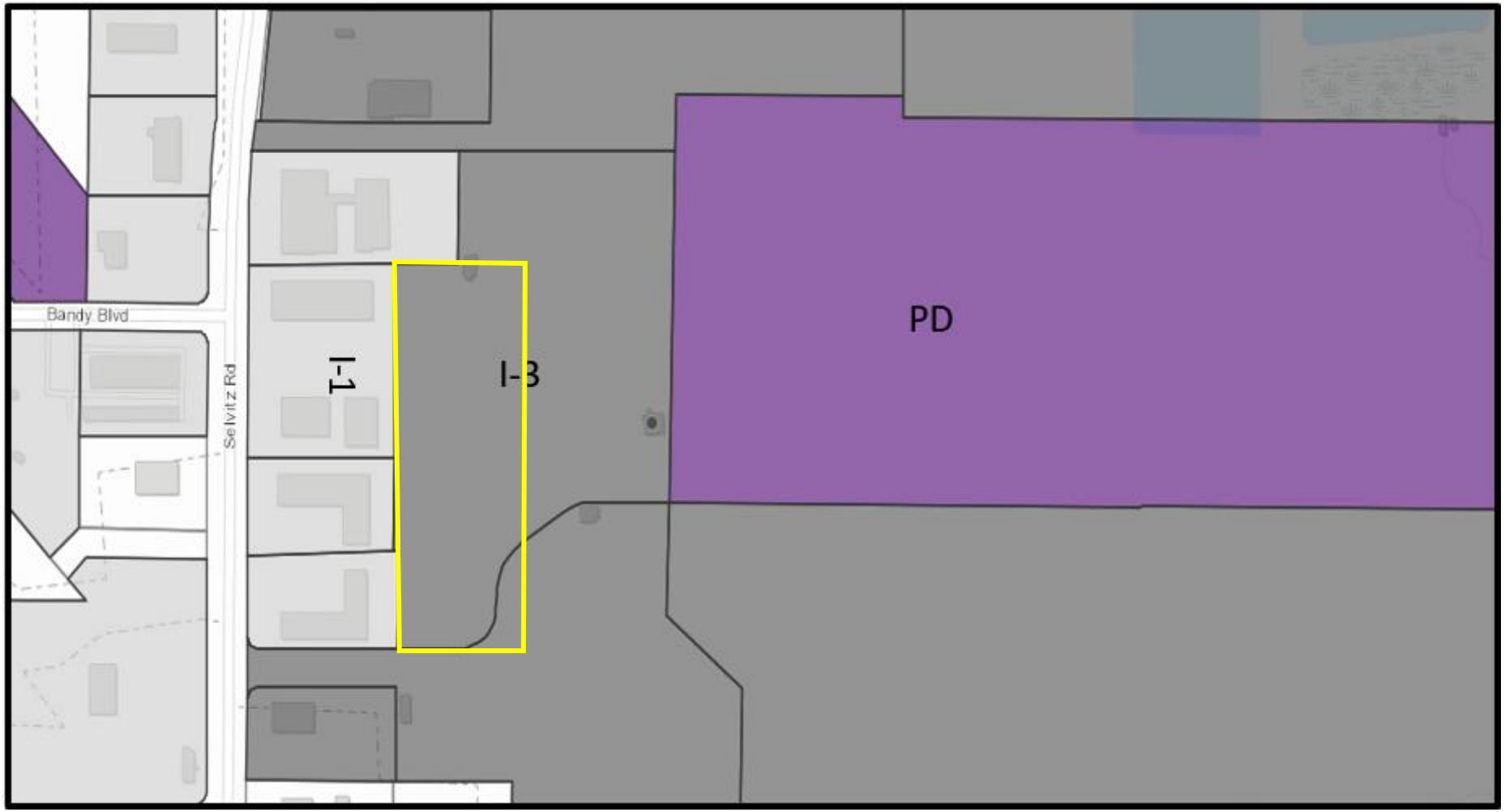
FUTURE LAND USE

FLU: Heavy Industrial (HI)

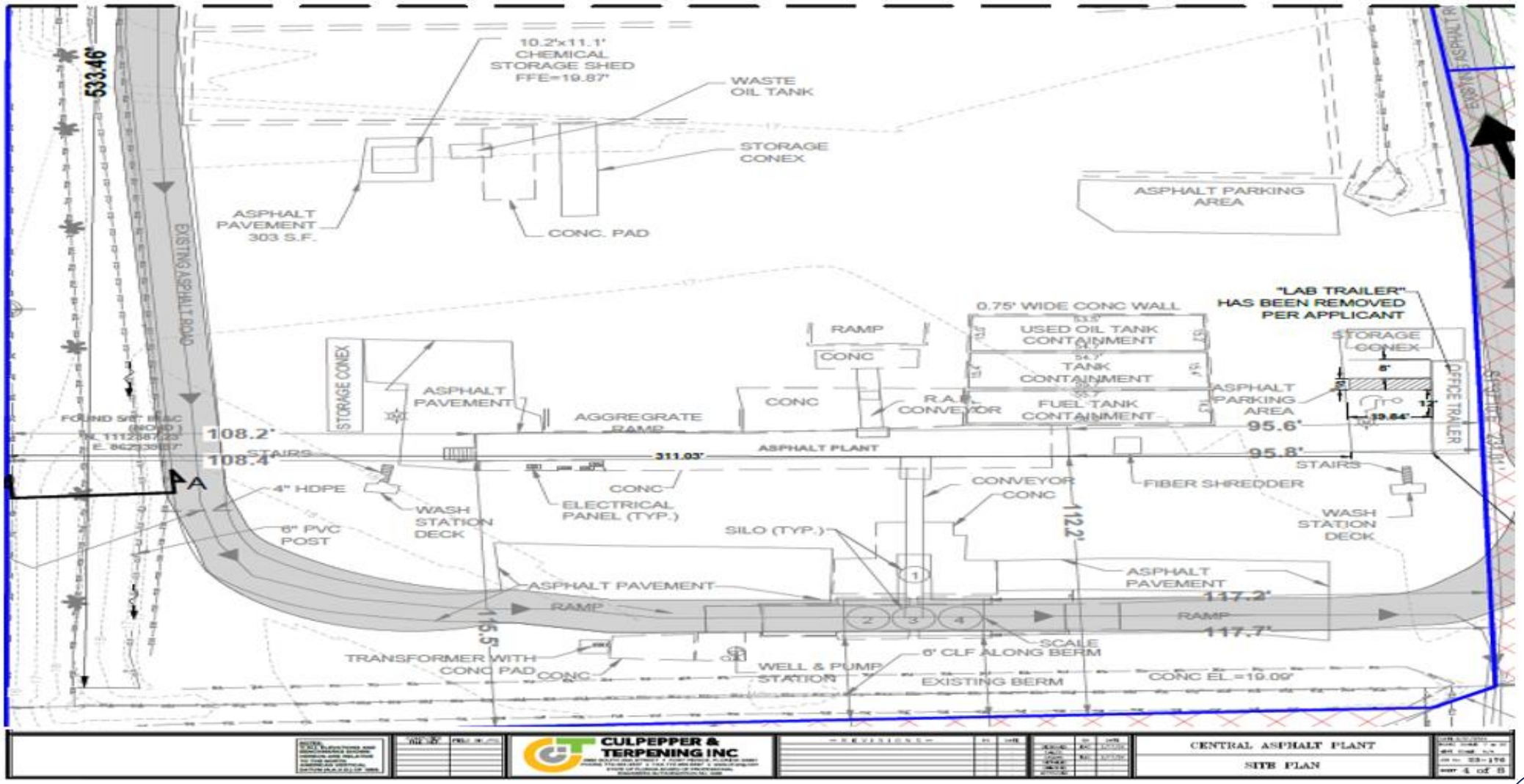


ZONING

ZONE: Heavy Industrial (I-3)



SITE PLAN



4060 Selvitz Rd., Asphalt Plant SITE PLAN

SITE PHOTOS

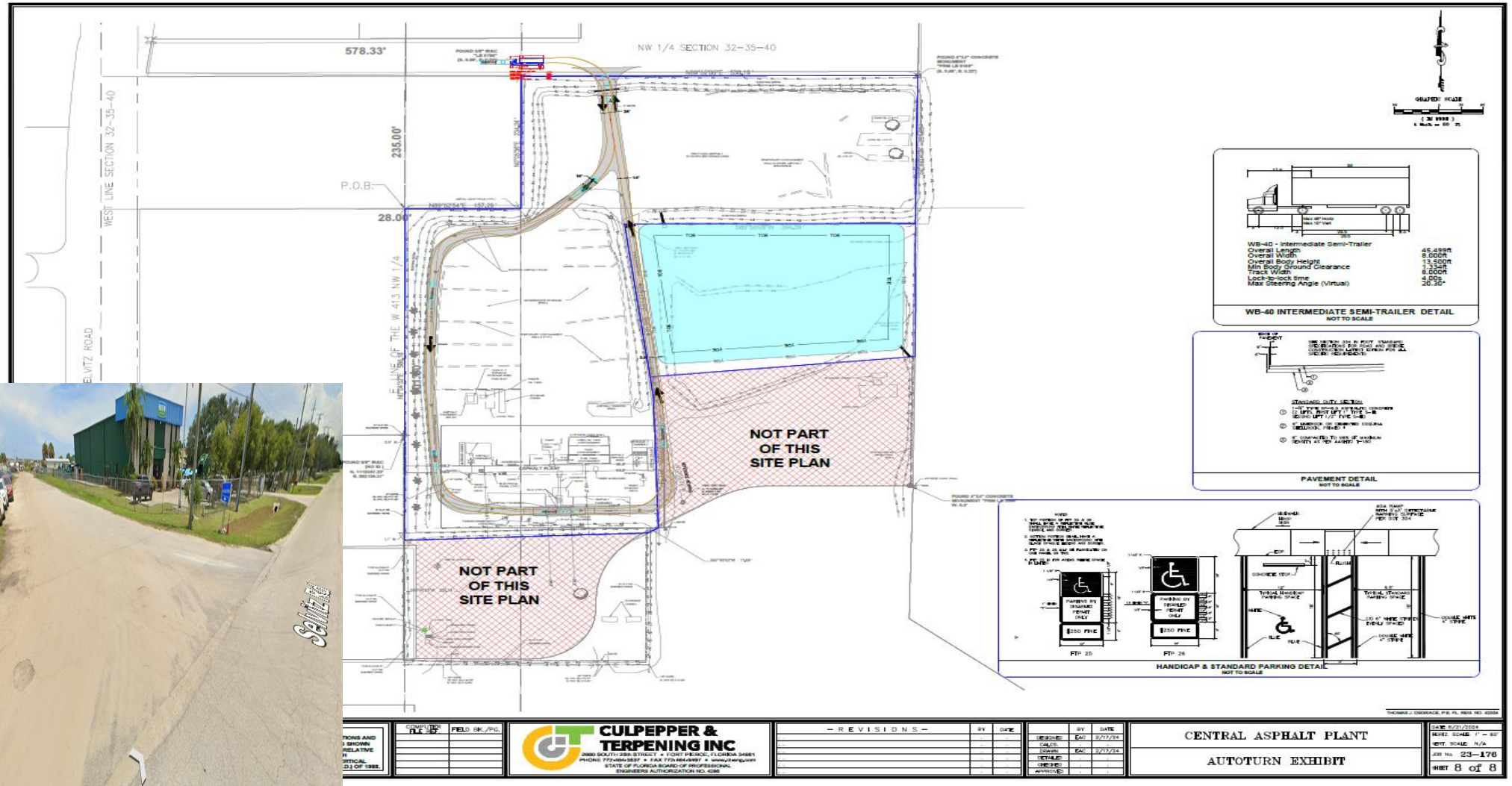






4060 Selvitz Rd., Asphalt Plant SITE PLAN

ROUTE PLAN



4060 Selvitz Rd., Asphalt Plant SITE PLAN

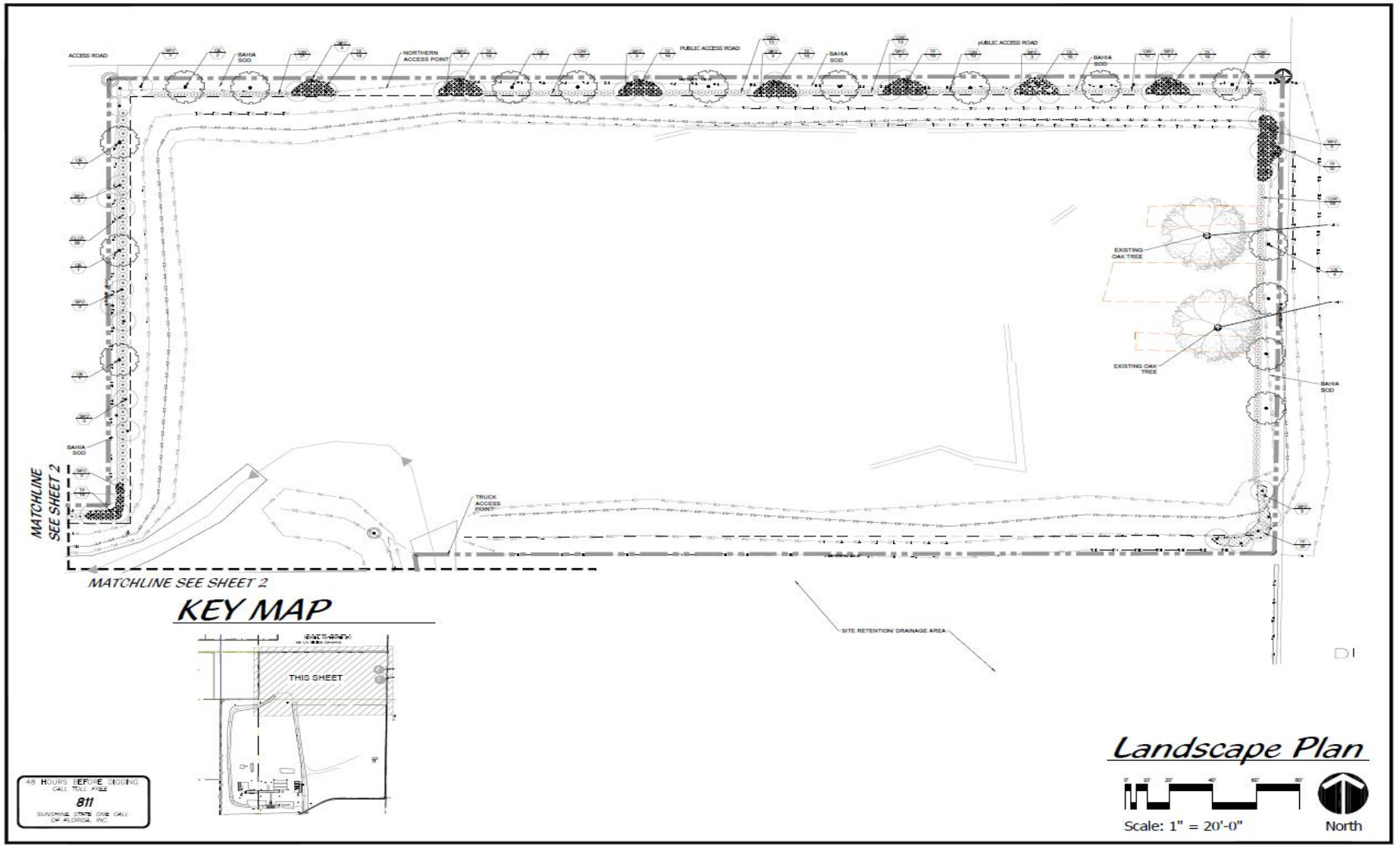
TRAFFIC COUNT

HOH: 6a-6p

Traffic Count - 6/20/24

Time	15 min. Intervals Trips In	15 min. Intervals Trips Out	15 min. Intervals Total	Hour	Hourly Volume In (end time)	Hourly Volume Out (end time)	Hourly Volume Total
7:15 - 7:30 AM	7	8	15				
7:30 - 7:45 AM	0	0	0				
7:45 - 8:00 AM	3	10	13				
8:00 - 8:15 AM	0	0	0	7:15 to 8:15	10	18	28
8:15 - 8:30 AM	2	3	5	7:30 to 8:30	5	13	18
8:30 - 8:45 AM	0	3	3	7:45 to 8:45	5	16	21
8:45 - 9:00 AM	4	2	6	8:00 to 9:00	6	8	14
9:00 - 9:15 AM	0	0	0	8:15 to 9:15	6	8	14
9:15 - 9:30 AM	3	2	5	8:30 to 9:30	7	7	14
9:30 - 9:45 AM	0	0	0	8:45 to 9:45	7	4	11
9:45 - 10:00 AM	2	0	2	9:00 to 10:00	5	2	7
10:00 - 10:15 AM	0	0	0	9:15 to 10:15	5	2	7
10:15 - 10:30 AM	4	0	4	9:30 to 10:30	6	0	6
10:30 - 10:45 AM	0	0	0	9:45 to 10:45	6	0	6
10:45 - 11:00 AM	9	1	10	10:00 to 11:00	13	1	14
1:30 - 1:45 PM	3	9	12	12:45 to 1:45	3	9	12
1:45 - 2:00 PM	0	0	0	1:00 to 2:00	3	9	12
2:00 - 2:15 PM	0	4	4	1:15 to 2:15	3	13	16
2:15 - 2:30 PM	0	0	0	1:30 to 2:30	3	13	16
2:30 - 2:45 PM	9	7	16	1:45 to 2:45	9	11	20
2:45 - 3:00 PM	0	0	0	2:00 to 3:00	9	11	20
3:00 - 3:15 PM	4	5	9	2:15 to 3:15	13	12	25
3:15 - 3:30 PM	0	0	0	2:30 to 3:30	13	12	25
3:30 - 3:45 PM	2	3	5	2:45 to 3:45	6	8	14
3:45 - 4:00 PM	0	0	0	3:00 to 4:00	6	8	14
4:00 - 4:15 PM	2	6	8	3:15 to 4:15	4	9	13
4:15 - 4:30 PM	0	0	0	3:30 to 4:30	4	9	13
4:30 - 4:45 PM	1	1	2	3:45 to 4:45	3	7	10
4:45 - 5:00 PM	0	0	0	4:00 to 5:00	3	7	10
5:00 - 5:15 PM	1	1	2	4:15 to 5:15	2	2	4
Total:	56	65	121				

LANDSCAPE PLAN



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www.cotleurhearing.com
Lic# LC-26000535

4060 SELVITZ ROAD
City of Fort Pierce
St Lucie County, Florida

SHEET 1 OF 4

4060 Selvitz Rd., Asphalt Plant SITE PLAN

LANDSCAPE PLAN DETAILS

LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY "FLORIDA GRADES AND STANDARDS" LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF FORT PIERCE LAND DEVELOPMENT REGULATIONS. THE CITY OF FORT PIERCE LANDSCAPE REQUIREMENTS (LDRs) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND OR CHANGES WITHOUT THE AUTHORIZATION OF THE CITY OF FORT PIERCE, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALSO SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

ALL SOD SHALL BE BAHIA SOD.

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A MANNER TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET, TEN FOOT BY THIRTY FOOT EIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT-OF-WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO HP, POWER LINES WILL COMPLY WITH THE HP, RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/96)

TRIMMING TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURES.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

24-7" "RIO MARKER" ROOT BARRIERS SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN 5-ft (5') FEET OF PUBLIC CURBS, GUTTERWAYS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE CURBABLE AND 10' ADJACENT TO THE CURB.

PERMANENT, FULLY AUTOMATIC IRRIGATION IS NOT PROPOSED FOR THIS PROJECT. APPROPRIATE WATERING SHALL BE PROVIDED DURING THE PLANT ESTABLISHMENT PERIOD.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITHIN OR REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

SHOULD IT BE REQUIRED, EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ANY AREA DISTURBED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CHAINS. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TRANSPLANT AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 40" TO 45" DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOD, PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND PRUNING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWING. NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE GRADED ACCORDING TO GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINERS IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FEEDER ROOTS TO HAVE DEVELOPED SO THAT THE SOIL MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITECT TO BE UNSUITABLE FOR PLANTING. ALL REPLACEMENT SOIL SHALL BE REPLACEMENT SOIL MUST SHALL CONTAIN 60% SAND AND 40% MUCK. SOILS SHALL BE FREE OF CLAY. NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE PROOF ROLLED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER OR BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE ROTO WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND NEED-FLOWING. THIS ARE SLOW SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 10% NITROGEN, 5% PHOSPHORUS AND 10% POTASSIUM. FERTILIZER FOR GROUNDCOVERS AND SHRUBS SHALL BE 16-4-8 GRAM 1323 SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16-7-12	AGRIFORM TABLETS (21 GRAM)
1 GAL.	1/4 LB.	1
3 GAL.	1/3 LB.	2
7-15 GAL.	1/2 LB.	3
2"-4" CALIPER	2 LBS./1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS./1" CALIPER	2 PER 1" CALIPER

"PALMYRA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MAKE ON SITE TRIMS IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN ON THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS SHALL BE STAKED IN THE FIELD BY THE CONTRACTOR AND ADDITIONAL MINOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECTS DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW ANY POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPRED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. NOTICED PLANTS SHALL BE RESET TO PROPER GRADE. PLANTING SAUCERS RESTORED,

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT. WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. MOUND 4-8" HIGH (EVEN WITH EXISTING PLANTING MIXTURE) BEYOND EDGE OF EXCAVATION. APPLY 3" OF MULCH (EXCEPT WITHIN 6" OF TRUNK).

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WITH THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 2-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1-4" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM SAUCER SLIGHTLY DISHED AND WIDENED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH (EXCEPT WITHIN 3" OF STEM).

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY AFTER PLANTING. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LEAVING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOD AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO BE FERTILIZED USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 MPH. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS. DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SOFTLY STANDARD PLANTING MIXTURE INTO MINOR LOADS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE PEGGED WITH 2" X 2" WOOD STAKES DRIVEN FLUSH WITH SOIL. WATER THOROUGHLY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTS, INCLUDING SOD, WATERING, WEEDING, GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, REPLACING AND SIMILAR OPERATIONS AS NEEDED TO ENSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING BEDS SHALL BE EXCAVATED TO A DEPTH OF 12" AND BACKFILLED WITH PLANTING MIXTURE. IF PLANTING AREAS PREVIOUSLY EXISTED AS LAWN, THE CONTRACTOR SHALL ENSURE THAT ALL GRASS ENCOUNTERED DURING PLANTING OPERATIONS IS REMOVED. THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. TREES SHALL BE NO EXCEPTIONS TO THIS PROVISION.

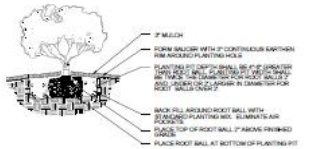
ALL LANDSCAPE ISLANDS AND BEDS WILL BE MADE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT MIX.

LANDSCAPE WARRANTY

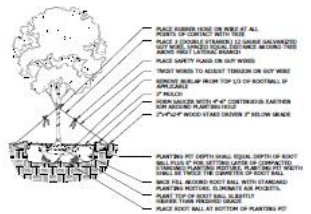
THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL

THE CONTRACTOR SHALL BID FOR AND CARRY THE WORK AS REQUIRED IN THIS PLANT LIST.

PLANTING DETAILS



SHRUB/GROUNDCOVER PLANTING DETAIL



LARGE TREE PLANTING DETAIL

Cotleur & Hearing
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Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
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561.747.6336 Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

4060 SELVITZ ROAD
City of Fort Pierce
St Lucie County, Florida

SIGNED	AGB
DRN	AGB
CHKD	AGB
JOB NUMBER	20-0521
1ST SUBMIT	09-19-20
1ST RESUB	02-21-24

SHT 4 OF 4

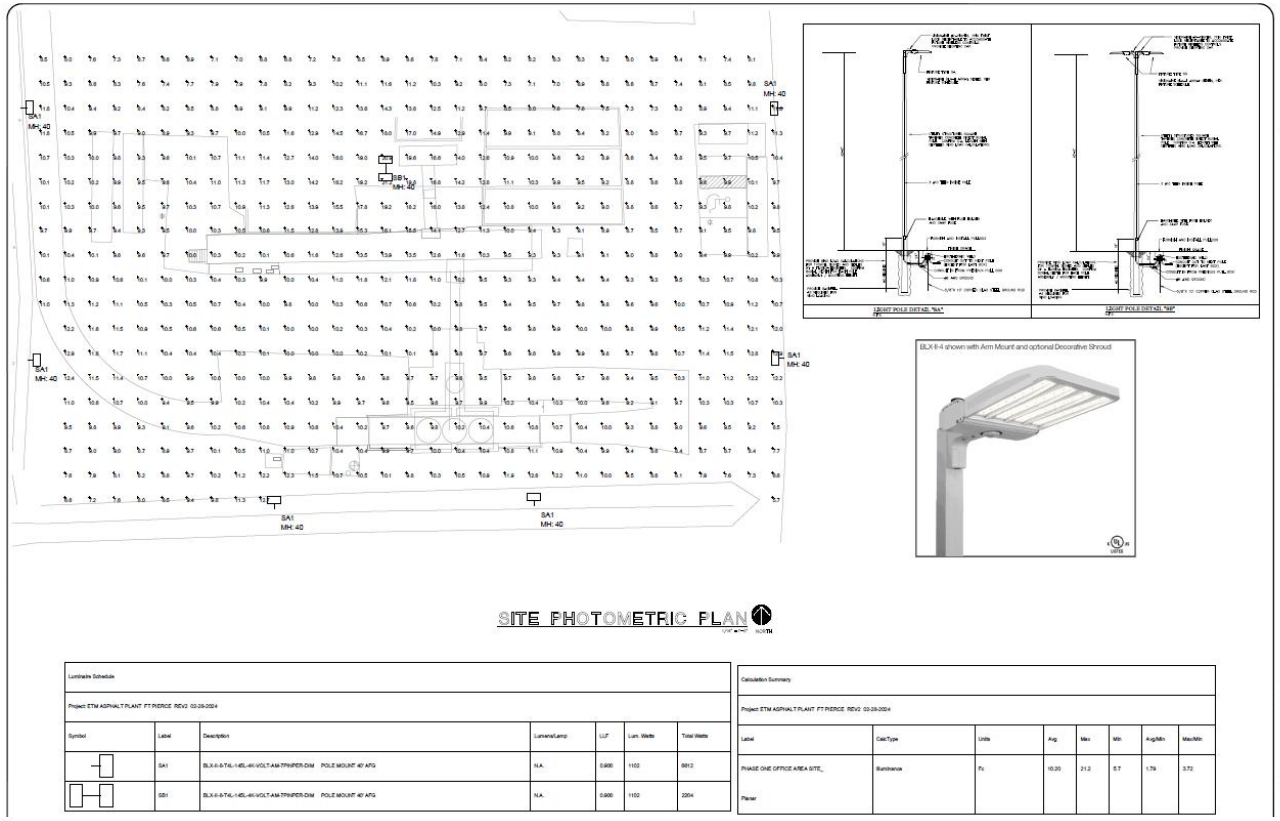
PLANT LIST

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	LOW MAINT	REMARKS
TREES									
CE	34	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	30 GAL. OR F.G.	2.5" CAL	12` O.A.	Y		FULL CANOPY
SP2	84	SABAL PALMETTO	SABAL PALMETTO	N.A.	N.A.	10`, 14`, 18` CT STGG	Y	Y	SLICK, STRAIGHT TRUNK.

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	LOW MAINT	REMARKS
SHRUBS									
CIR	271	CHRYSOBALANUS ICACO `RED TIP`	RED TIP COCOPLUM	3 GAL	2` X 2`	2` O.C.	Y		FULL
CLD7	232	CLUSIA GUTTIFERA	CLUSIA	7 GAL	3`-4` HT X 3` SPRD	36" O.C.	N		FULL TO BASE, FL #1 OR BETTER
GROUND COVERS									
MUH	37	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL	24" X 24"	24" O.C.	Y		FULL &THICK
TF	249	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS	3 GAL	24" X 24"	2.5` O.C.	Y		FULL & THICK

4060 Selvitz Rd., Asphalt Plant SITE PLAN

PHOTOMETRIC PLAN



SITE PHOTOMETRIC PLAN



Luminaire Schedule

Project: ETM ASPHALT PLANT FT PIERCE REV2 02-28-2024

Symbol	Label	Description	Lumens/Lamp	LLF	Lum. Watts	Total Watts
	SA1	BLX-II-8-T4L-145L-4K-VOLT-AM-7PINPER-DIM POLE MOUNT 40' AFG	N.A.	0.900	1102	6612
	SB1	BLX-II-8-T4L-145L-4K-VOLT-AM-7PINPER-DIM POLE MOUNT 40' AFG	N.A.	0.900	1102	2204

4060 Selvitz Rd., Asphalt Plant SITE PLAN

RECOMMENDATION

Staff recommend two (2) Conditions:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    1. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
        1. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article
        2. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance

2. A painted stop bar and defined driveway/width at the property line is required to be installed prior to issuance of final certificate of occupancy.

RECOMMENDATION

At the August 12th meeting, Planning Board voted unanimously to approve the Site Plan (Development and Review) application.

Staff recommendation is for City Commission to **Approve** the submitted application for Site Plan application with the two (2) conditions

ALTERNATIVE RECOMMENDATIONS

1. Recommend Approval with additional conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISION

September 16, 2024

Asphalt Plant
4060 Selvitz Road

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Linda Cox, Active City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Planner
RE:	**Asphalt Plant Site Plan** **4060 Selvitz Road**
BOARD DATE:	September 16, 2o24

STAFF REPORT

Owner:	Wanda Johnson 4060 Selvitz Rd. Fort Pierce, FL 34981
Applicant:	ETM Solutions, LLC Robert Baer, Manager 4060 Selvitz Rd. Fort Pierce, FL 34981
Applicant's Request:	Approval of Asphalt Plant Site Plan
Location(s):	4060 Selvitz Road
Parcel ID:	2432-223-0004-000-6
Future Land Use:	Heavy Industrial (HI)
Current Zoning:	Heavy Industrial (I-3)

Surrounding FLU:

North	East	South	West
HI	HI	HI	HI

Surrounding Zoning:

North	East	South	West
I-3	PD	I-3	I-3

Utilities: FPUA



SITE AREA= 12.79 +/- Acres
PLANT AREA = 7.48 +/- Acres

Staff Analysis:

Request
Request for review of an application for a Site Plan (Development Review and Design Review) to construct a 325,937-asphalt site plan on 7.48 acreage of land.

The purpose of the Project is to operate and maintain an asphalt plant to produce hot mix asphalt pavement. The current asphalt plant is certified by the Florida Department of Transportation (FDOT) and has been recognized by the State of Florida for producing high quality asphalt for FDOT state highway projects. The asphalt plant is approved as one of the FDOT's Production Facilities. The asphalt plant is capable of producing asphalt for state, county and municipal/local road and airport projects in the region. If is also capable of producing asphalt for private projects. The operator will meet or exceed all City of Fort Pierce requirements (i.e., dust control, noise requirements, etc.) and any other criteria, ordinances and regulations, when operating the asphalt plant.

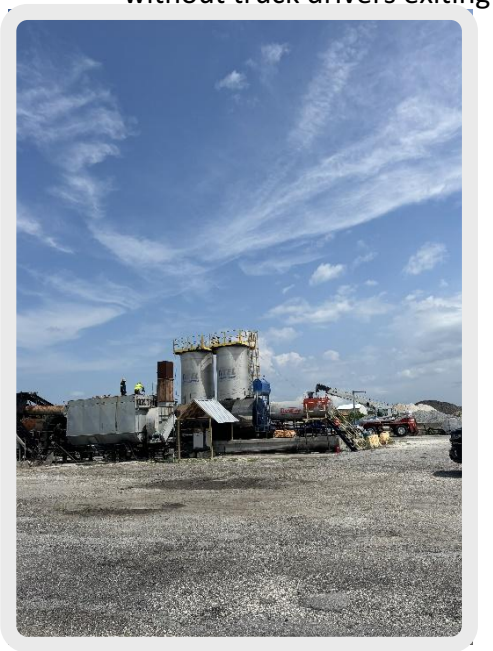
Future Land Use & Zoning
The Heavy Industrial (HI) future land use designation is intended for parcels suitable for industrial development and to promote the City's position as a major employment center. The uses allowed under this designation include intensive manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; large business parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses. This

land use designation allows a maximum FAR of 2.0

The subject site has a zoning district classification of Heavy Industrial (I-3) district which is t provide for heavy industrial and related uses with limited objectionable external effects in areas that are suitable for such operations due to the desirability of site characteristics, adequacy of utilities, appropriateness of transportation facilities and other factors, Acceptable manufacturing, warehousing heavy commercial and similar uses are encouraged.

Design Review

The Asphalt Plant will have several stainless-steel asphalt mixing containers with connected conveyors. The conveyors transport the completed mix to awaiting trucks containers, allowing for a seamless process without truck drivers exiting their vehicles.





Parking

Due to the nature of the site operations, parking spaces will be provided for the operation manager as the truck drivers will be driving on and off the property.

Landscaping

The submitted landscape plan proposes over 100 native trees (buttonwood and sabal palmetto), approximately 500 shrubs and less-than 300 groundcovers. Based on the proposed landscape plan, the submissions satisfy Code's requirements.

Traffic Impact Statement
The Selvitz Road area is equally chartered by conventional vehicles and heavy-duty vehicles. This project requires heavy-duty vehicles as the asphalt trucks will be entering and exiting the property during work hours (6a-6p). The submitted Traffic Analysis indicates that the peak traffic hours are the between 7:15-8:15a; anticipating 28 heavy-duty vehicles and between the hours of 3:15-4:15p; anticipating 13 heavy - duty vehicles.

Lighting
The proposed site plan includes 2-foot candles to be installed and maintained on the site.

Technical Review Committee
All affected departments have reviewed the proposed Site Plan with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff's supporting documents.

Staff Recommendation*:*
The proposed Site Plan (Development and Design Review) adhere to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan and does not appear to adversely affect the public health, safety, convenience, and general welfare. Therefore, Staff recommends **APPROVAL** of the requested applications with the following conditions:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
        i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living tees according to the standards established in this article
        ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance
2. A painted stop bar and defined driveway/width at the property line is required to be installed prior to issuance of final certificate of occupancy

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property Information

Property address or Location: 4060 Selvitz Road, Ft. Pierce, Florida 34981

Parcel ID #(s): 2432-223-0004-000-6

Project description: Temporary Asphalt Plant

Application Type

☒ Site Plan ☐ Conditional Use w/New Construction ☐ Conceptual Development Plan

☐ Minor Amendment ☐ Major Amendment

Site Information

Non-Residential: Proposed Sq. Ft.: 325,937 Site Acreage: 7.48

Residential: Proposed Units: _____ Proposed Sq. Ft.: _____ Site Acreage: _____

Wanda Johnson	ETM Solutions, LLC, Robert Baer, Manager
Property Owner(s)	Applicant/Representative, Title, Company
4060 Selvitz Road	4060 Selvitz Road
Street Address	Street Address
Ft Pierce FL 34981	Ft Pierce FL 34981
City State Zip	City State Zip
772-216-5368	305-888-3344
Phone Number	Phone Number
sharisjohnson@gmail.com	bbaer@centralcivil.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Wanda Johnson

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS

CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM

For more information, please refer to the website:

https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

General Information

- **Incomplete application packets will not be accepted.**
- In-take meetings are required for application submittals.
- Site plan approval is valid for one (1) year following City Commission approval. To maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date.
- Fee Schedule - https://www.cityoffortpierce.com/DocumentCenter/View/2620/Fee-Schedule-
- Public Notice Fees - https://www.cityoffortpierce.com/DocumentCenter/View/8818/Public-Notice-Fees-



Site Plan submittal requirements:

Submit one (1) original & three (3) hard copies and one (1) CD or Flash Drive of the following. Additional copies will be required of subsequent submittals.

- ❑ Complete application
- ❑ Warranty Deed
- ❑ SLC Property Record Card
- ❑ Detailed project description
- ❑ General location map (see Section 125-313)
- ❑ Survey (see Section 125-313)
- ❑ Site Plan (see Section 125-313)
- ❑ Landscaping Plan (see Section 123-37)
- ❑ Conceptual Drainage Plan (see Section 125-313)
- ❑ Environmental Impact Report
- ❑ Beach/Dune System protection plan, if applicable (see Section 125-313)
- ❑ Lighting Plan (see Section 125-313)
- ❑ Design Review submittals (see Design Review application)
- ❑ Traffic Impact Report
- ❑ Concurrency Review submittals (see Concurrency Review application)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Industrial (Concrete Fabrication)	HI (Heavy Industrial)	I-3
South	Industrial	HI (Heavy Industrial)	I-3
East	Industrial (Concrete Recycle and Fabrication)	HI (Heavy Industrial)	PD (Planned Development)
West	Industrial (Misc. Fabrication) & Waste Transfer Station	HI (Heavy Industrial)	I-3

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	HI (Heavy Industrial)	I-3	0	12.79	X
Proposed	HI (Heavy Industrial)	I-3	Assume Max. Coverage @ 10,000 sq ft / acre = 13,000 (+/-)	12.79	N/A

II. Public Facilities Information:

A. Potable Water:		
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot	
Demand Analysis	Maximum SF:	12,790 SQ FEET (+/-)
Current Zoning/FLU	Total gallons per day	16,000 GPD (ESTIMATED MAX)
**Proposed Zoning/FLU	Total gallons per day	16,000 GPD (ESTIMATED MAX)
**Change in Demand	Total gallons per day	0

B. Wastewater:		
Average Use	Residential: Other:	100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) 0.100 gallons per day per square foot
Demand Analysis	Maximum SF:	12,790 SQ FEET (+/-)
Current Zoning/FLU	Total gallons per day	13,000 GPD (ESTIMATED MAX)
**Proposed Zoning/FLU	Total gallons per day	13,000 GPD (ESTIMATED MAX)
**Change in Demand	Total gallons per day	0

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20.0 acres per 1,000 people			
Urban District	5.00 acres per 1,000 people			
Community	2.50 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name	n/a	n/a
City	n/a	n/a
Distance	n/a	n/a
Current Zoning/FLU Enrollment Demand	n/a	n/a
****Proposed Zoning/FLU Enrollment Demand**	n/a	n/a
****Change in Demand**	n/a	n/a

E. Solid Waste: Residential
(2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)

Demand Analysis	Maximum Units:
Current Zoning/FLU	n/a
****Proposed Zoning/FLU**	n/a
***Change in Demand**	n/a

F. Stormwater:	
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)	
Impact:	See attached Drainage report

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
	Land Use Assumption is Manufacturing (ITE 140), @ 13,000 sq feet.	
Current Zoning/FLU	62	10/ 10
Proposed Zoning/FLU	62	10/ 10
Change in Demand	0 Trips	0 Trips
Impact to Capacity	None. No change from current land use conditions	

IV. Project Description

PHASING				
Is this project (phase) part of a larger project?		Yes	XX	**No**
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date				
Total Project: Residential Units:	Single Family:		Multifamily:	
Non-residential (square footage):	13,000 SF (APPROXIMATE MAX) (PHASE 1 TOTAL)			
Mixed-use (describe use):				
(If this is a single phase project, name it Phase I – Total)				

RESIDENTIAL DATA

Type	Phase	Number of Units	Acres	Expected beginning date	Expected completion date
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA

Type (Specify)	Phase	Number of Units	Acres	Expected beginning date	Expected completion date

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] YES [XX] NO

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] YES [XX] NO
If yes, what is the size of the structure(s) to be demolished or re-used? _____ SQ FEET.

2. What is the current use of the structure to be demolished or re-used? [ ] YES [ ] NO

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] YES [ ] NO
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2520260 OR BOOK 2116 PAGE 2197, Recorded 12/15/2004 at 03:46 PM
Doc Tax: $1019.90

This instrument prepared by:
Glen M. Goldman, Esq.
Cargill, Incorporated
Law Department
P. O. Box 5624
Minneapolis, MN 55440
952-742-6371

Parcel ID# 2432-122-0001-000/5

Recording Data Above

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made this 25 day of October, 2004, by and between **Cargill Juice North America, Inc.**, a Delaware corporation ("CJNA"), whose address is 100 East 6th Street, Frostproof, Florida 33843, and **Bobby Johnson and Wanda Johnson**, husband and wife, whose mailing address is 4767 Selvitz Road, Fort Pierce, Florida 34981 (collectively, the "Grantee").

WITNESSETH, that CJNA, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by CJNA, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm has granted, bargained and sold to Grantee, and their heirs and assigns forever, the following described real property located in **St. Lucie County, Florida**:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF (the "Property").

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

And CJNA hereby covenants with Grantee that CJNA is lawfully seized of the Property in fee; that CJNA has good right and lawful authority to sell and convey CJNA's interest in and to the Property; and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under CJNA but none other.

IN WITNESS WHEREOF, CJNA has executed this instrument the 25 day of October, 2004.

Subscribed before the
following two witnesses:

CARGILL JUICE NORTH AMERICA, INC.

Jay Jones
Print Name: JAY JONES

Jim Maliszewski
Print Name: Jim Maliszewski

By: Bryce R. Kelly

Name: Bryce R. Kelly

Title: Assistant Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 25 day of October, 2004, by Bryce R. Kelly, as Assistant Vice President of Cargill Juice North America, Inc., a Delaware corporation, to me personally known.

(Affix Notary Seal)

ELIZABETH C. DuCHENE
Notary Public, State of Florida
My comm. expires Feb. 11, 2005
Comm. No. DD 1654398

Elizabeth C. DuChene
NOTARY PUBLIC, State of Florida
Print Name: ELIZABETH C. DuCHENE
My Commission Expires: 2-11-05

[362652]

EXHIBIT A

Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, said parcel being more particularly described as follows:

Commence at the West one-quarter corner of said section 32; thence North 00°04'06" East along the West line of the Northwest one-quarter of said section 32, a distance of 53.50 feet; thence South 89°58'19" East, a distance of 50.00 feet to a point on the East right-of-way line of Selvitz Road (100.00 feet wide right-of-way); thence continue South 89°58'19" East along a line that is 53.50 feet North of, as measured at right angles to the South line of the Northwest one-quarter of said section 32, said line also being the Northerly right-of-way line of the North St. Lucie River Water Control District Canal No. 101, a distance of 705.00 feet to the Point of Beginning; thence North 00°04'06" East, along a line that is 755.00 feet east of and parallel with the West line of said section 32, a distance of 600.00 feet to a point in a line that is 653.50 feet North of a parallel with the South line of the Northwest one-quarter of said section 32; thence North 89°58'19" West along said line, a distance of 280.00 feet; thence North 00°04'06" East along a line that is 425.00 feet East of and parallel with the West line of said section 32, a distance of 200.00 feet; thence North 89°58'19" West along a line that is parallel with and 853.50 feet North of the South Line of said section 32, a distance of 350.00 feet to the beginning of a curve concave to the Southeast, having a radius of 25.00 feet; thence Southwesterly and Southerly along the arc of said curve, through a central angle of 89°58'50", a distance of 39.26 feet to a point in the aforementioned East right-of-way line of Selvitz Road; thence North 00°04'06" East, along said line and non-tangent to last described curve, a distance of 125.00 feet to a point of cusp with a curve concave to the Northeast, having a radius of 25.00; thence Southeasterly and Easterly along the arc of said curve, through a central angle of 90°02'25", a distance of 39.29 feet; thence South 89°58'19" East, a distance of 349.98 feet; thence South 89°58'25" East, a distance of 156.76 feet to the beginning of a curve concave to the Northwest, having a radius of 87.50 feet; thence Northeasterly and Northerly along the arc of said curve, through a central angle of 89°12'39", a distance of 136.24 feet; thence North 00°48'56" West, a distance of 22.40 feet to the beginning of a curve concave to the Southeast, having a radius of 137.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 57°00'06", a distance of 136.79 feet; thence North 57°49'02" East, a distance of 116.83 feet to the beginning of a curve concave to the South, having a radius of 137.50 feet; thence Northeasterly and Easterly along the arc of said curve, through a central angle of 32°12'10", a distance of 77.28 feet; thence South 89°58'48" East, a distance of 193.44 feet; thence South 00°49'02" West, a distance of 228.64 feet; thence South 51°03'36" East, a distance of 241.52 feet to a point in a line that is 40.00 feet West of and parallel with, as measured at right angles to the East line of the Southwest one-quarter of the Northwest one-quarter of said section 32; thence South 00°49'02" West along said line, a distance of 801.37 feet to a point in the North right-of-way line of aforementioned canal No. 101; thence North 89°58'19" West, along said line a distance of 568.67 feet to the Point of beginning.

Containing 16.71 acres, more or less.

DETAILED PROJECT DESCRIPTION

4060 SELVITZ ROAD
FT. PIERCE, FLORIDA 34981
Asphalt Plant

Approximately 7 acres of the parcel located at 4060 Selvitz Road, Ft. Pierce, Florida 34981 (the "Property") is leased for the purpose of commercial and industrial uses that comply with all applicable zoning ordinances, building restrictions and regulations (the "Project").

The purpose of the Project is to operate and maintain a portable[1] asphalt plant to produce hot mix asphalt pavement. The current asphalt plant is certified by the Florida Department of Transportation ("FDOT") and has been recognized by the State of Florida for producing high quality asphalt for FDOT state highway projects. The asphalt plant is approved as one of FDOT's Production Facilities. The asphalt plant is capable of producing asphalt for state, county and municipal/local road and airport projects in the region. It is also capable of producing asphalt for private projects. The operator will meet or exceed all City of Ft. Pierce requirements (i.e., dust control, noise requirements, etc.) and any other criteria, ordinances and regulations, when operating the asphalt plant.

The asphalt plant is currently not in use. The hours of operation will vary depending upon the needs of local customers and project limitations for lane closures, if applicable. This may include plant operation weekdays, weeknights and weekends.

The Project brings value to the Ft. Pierce area. The plant will hire employees who reside in the area, utilize local trucking for both completed products and raw material deliveries. The plant also brings additional competition in the asphalt production market that currently has only two other asphalt plants in the area that are certified by FDOT.



4060 Selvitz Road, Asphalt Plant

[1] The term "portable" does not mean temporary. While the plant is "portable" in that it is capable of being taken apart, shipped and set up in another location, the Project anticipates the portable asphalt plant to be permanent on the Property.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 4060 SELVITZ RD
Sec/Town/Range: 32/35S/40E
Parcel ID: 2432-223-0004-000-6
Jurisdiction: Fort Pierce

Use Type: 4000
Account #: 157269
Map ID: 24/32N
Zoning: Heavy Indu

Ownership

Wanda Johnson

4767 Selvitz Rd
Fort Pierce, FL 34981



Legal Description

32 35 40 FROM NW COR OF SEC RUN N 89 50 34 E ALG N LI OF SEC 947.75 FT,TH S 00 47 49 W 460.07 FT,TH N 89 52 58 E 170.02 FT, TH S 00 47 37 W 234.76 FT TO POB,TH S 00 49 04 W 733.29 FT,TH N 89 58 19 W 193.42FT TO CURVE CONC SE,R OF 137.50 FT,TH SWLY ALG ARC 77.30 FT,TH S 57 49 02 W 116.83 FT TO CURVE CONC SE,R OF 137.50 FT,TH SWLY AND SLY ALG ARC 136.79 FT,TH S 00 49 02 W 22.41 FT TO CURVE CONC W,R OF 87.50 FT,TH SWLY ALG ARC 28.23 FT TO CURVE CONC NW,R OF 87.50 FT,TH SWLYALG ARC 108.01 FT,TH N 89 58 19 W 156.25 FT,TH N 00 04 06 E 200.96 FT,TH S 89 56 24 W 12 FT,TH N 00 04 06 E 601.60 FT,TH S 89 51 05 E 157.36 FT,TH N 00 04 06 E 235 FT,TH N 89 50 34 E 537.17 FT TO POB (12.79 AC) (OR 1252-1370)

Current Values

Just/Market Value:	$570,900
Assessed Value:	$428,582
Exemptions:	$0
Taxable Value:	$428,582

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	12.79
Land Size (SF):	557,132

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Sep 24, 1999	1252 / 1370	XX01	QC	Johnson Bobby	$119,900

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$570,900
Just/Market:	$570,900
Ag Credit:	$0
Save Our Homes or 10% Cap:	$142,318
Assessed:	$428,582
Exemption(s):	$0
Taxable:	$428,582

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2009	0041	91.2	Fort Pierce Stormwater Charge	$6,292.80
Start Year	AssessCode	Units	Description	Amount
2013	0054	12.78999	North St. Lucie Water Management District	$294.17

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$570,900	$428,582	$0	$428,582
2022	$428,200	$389,620	$0	$389,620
2021	$354,200	$354,200	$0	$354,200
2020	$354,200	$354,200	$0	$354,200

Permits

Number	Issue Date	Description	Amount	Fee
BP19-1304	May 28, 2019	Electric	$70,000	$0

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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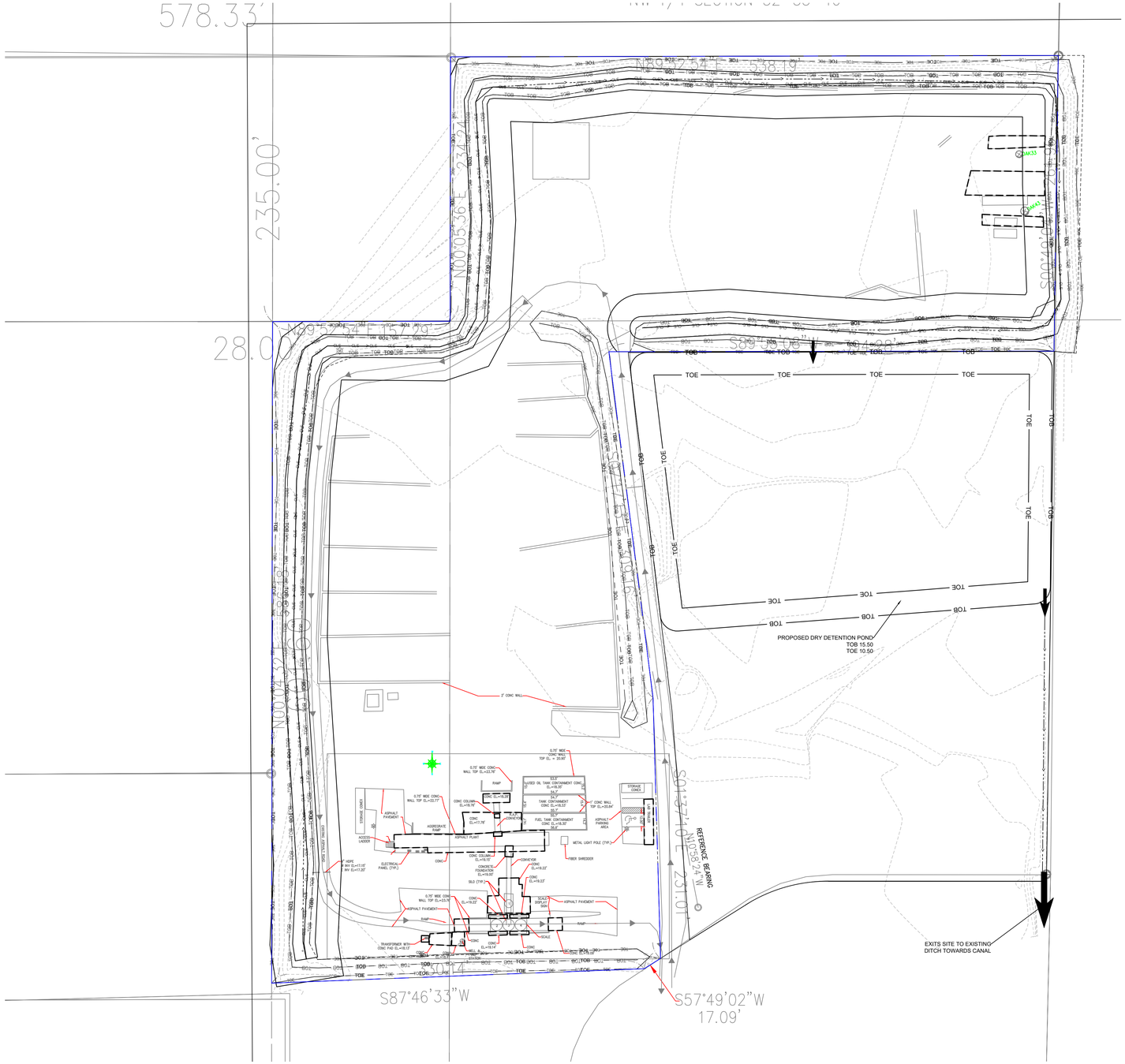

SITE DATA TABLE

Owner/Applicant:
Bobby and Wanda Johnson
4767 Slevitz Rd
Fort Pierce, FL, 34981
Phone: 772-465-1122

Architect:
TBD

Engineer / Surveyor:
Culpepper & Terpening, Inc.
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: 772-464-3537
Fax: 772-464-9497
www.ct-eng.com

Environmental Services

Landscape Architect:

1.) **Project Name:**
Central 4060 Selvitz

2.) **Location:**
The project site is located east of Selvitz Rd at 4060 Selvitz Rd between Bandy Blvd and Prosperity Dr.

3.) **Project Description:**
325,937 SF Industrial site with existing parking plant

4.) **Sec/Town/Range:**
Section 32, Township 35 South, Range 40 East

5.) **Tax Map ID:**
34/20N

6.) **Parcel ID Numbers:**
2432-223-0004-000-6

7.) **Gross Site Area:**
7.48 acres 325,937 sq feet

8.) **Zoning:**
IL Light Industrial 7.48 acres

9.) **Land Use:**
IND Industrial 7.48 acres

10.) **Site Density/Intensity:**
N/A

11.) **Development Schedule: Phase 1**
Start: Fall 2024
Complete: Winter 2024

12.) **Flood Zone:**

The project site is located in Flood Zone X (Area With Reduced Flood Risk), according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Number 12111C0188K eff. 2/19/2020

13.) **Site Coverage[1]:**

Existing Site Facilities (2024)

	acreage	sq feet	% of site	FAR[3]
Buildings (all types)	0.00	-	0.0	0.000
Roadways/Parking	0.45	19,806	6.1	N/A
Other Impervious	0.18	7,795	2.4	N/A
Total Impervious	0.63	27,601	8.5	
Open Space/ Landscape/ Future Dev.	6.85	298,336	91.5	N/A
Lakes & Retention (dry)	0.00		0.0	N/A
Total Site Area	7.48	325,937	100	

Proposed Site Addition (areas of addition only)

	acreage	sq feet	% of site	FAR[2]
Buildings (all types)	0.00	-		0.000
Roadways/Parking	0.00	-		N/A
Other Impervious	0.00	-		N/A
Total Impervious	0.00	-	0.0	
Open Space/ Landscape	0.00	-		N/A
Lakes/ Retention (dry)	1.94	84,564		N/A
Preserve Area	0.00	-		N/A
Total Site Area	1.94	84,564	0.0	

Total Site[1]

	acreage	sq feet	% of site	FAR[2]
Buildings (all types)	0.01	332	0.1	0.001
Roadways/Parking	0.45	19,806	6.1	N/A
Other Impervious	0.18	7,795	2.4	N/A
Total Impervious	0.64	27,933	8.6	
Open Space/ Landscape	4.91	213,772	65.6	N/A
Lakes/ Retention (dry)	1.94	84,564	25.9	N/A
Preserve Area	0.00	-	0.0	N/A
Total Site Area	7.49	326,269	100	

Notes:
1.) All areas are approximate and subject to change as part of final construction plans.
2.) Existing Site Facilities (2023) represent existing site conditions & Proposed Site Addition represents site area

3.) FAR coverage based on total bldg sq ft/ gross lot area.

14.) **Parking: Expansion Area**

Building Area	SP/1000	Total Required	Provided	Handicap parking
0	N/A	N/A	2	1

15.) **Building Hgt.:**
Maximum Building Hgt. 50' Proposed Building Hgt. (max) 35'-6"
Containment Tank Max. Hgt. 35'

16.) **Building Setbacks/Spacing (Min. Industrial):**

	Required	Provided
Frionat (as measured from DiGiorgio Road)	25.0 ft	N/A
Side	10.0 ft	N/A
Rear (as measured from west property line)	25.0 ft	N/A

17.) **Utility Service:**

Water Service (Utility)	FPUA	Electric Service	FPUA
Sewage Service (Utility)	FPUA	Telcom Service (backbone)	ATT
Re-Use Water (Utility)	N/A	Cable Service (primary)	Comcast

All utility services will be placed underground.

18.) **Refuse Collection:**
Soild waste collectors will be through the use of on-site trash compactors and approved by the City of Fort Pierce

19.) **Site Lighting:**
Site lighting in the parking and trailer access areas will be provided through a combination of wall mounted fixtures on the side of the building and the placement of several independent poles in the parking lot areas.

20.) **Site Drainage (preliminary):**
The subject site will drain through a swale system, and drain into a proposed lake and outfall via a control structure.

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354

NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
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. .	.	.
. .	.	.
. .	.	.
. .	.	.
. .	.	.

	BY	DATE
DESIGNED	.	.
CALCS.	.	.
DRAWN	.	.
DETAILED	.	.
CHECKED	.	.
APPROVED	.	.

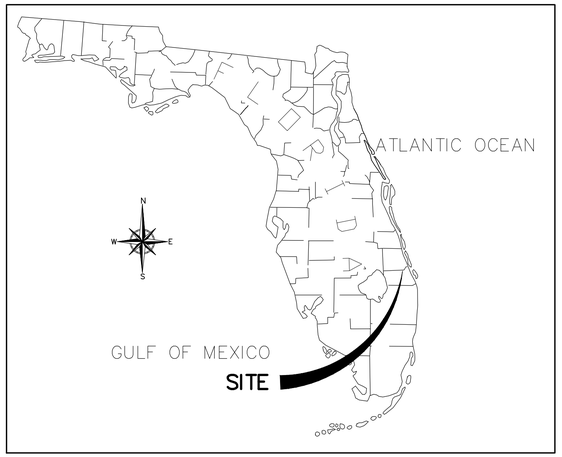
CENTRAL– 4060 SELVITZ RD

SITE PLAN

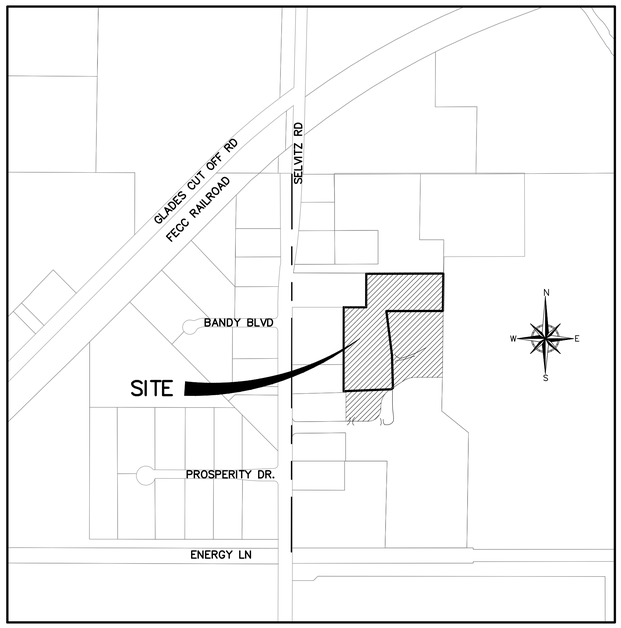
DATE: .
HORIZ. SCALE: SCALE
VERT. SCALE: SCALE
JOB No. 23–176
SHEET 1 of 1

P:\Proj\2023\23-176 4060 Selvitz Rd\Eng\23-176 Base.dwg Date: 3/1/2024 4:10 PM By: EDGAR COMPARAN

TOPOGRAPHIC SURVEY
WITH PROPOSED SITE PLAN
FOR
PORTABLE ASPHALT PLANT
IN
SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST
ST. LUCIE COUNTY, FLORIDA
PREPARED FOR
ETM SOLUTIONS, INC.



VICINITY MAP
(NOT TO SCALE)



LOCATION MAP
SCALE: 1"=500'

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°52'54" EAST ALONG THE NORTH LINE OF SAID SECTION 32, 413.00 FEET TO AN INTERSECTION WITH A LINE BEING 413.00 FEET EASTERLY OF, AND PARALLEL WITH THE WEST LINE OF SAID SECTION 32; THENCE SOUTH 00°04'32" WEST ALONG SAID PARALLEL LINE, 929.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'54" EAST ALONG A LINE THAT IS 929.95 SOUTHERLY OF AND PARALLEW WITH SAID NORTH LINE OF SECTION 32, 157.29 FEET; THENCE NORTH 00°05'36" EAST, 234.24 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH 694.85 FEET OF THE NORTHWEST ¼ OF SAID SECTION 32; THENCE NORTH 89°52'54" EAST ALONG SAID PARALLEL LINE, 538.19 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 230.00 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 32; THENCE SOUTH 00°49'04" WEST ALONG SAID WEST LINE, 261.96 FEET; THENCE SOUTH 89°55'08" WEST, 394.28 FEET; THENCE SOUTH 07°17'13" EAST, 309.16 FEET; THENCE SOUTH 01°37'10" EAST, 231.01 FEET; THENCE SOUTH 57°49'02" WEST, 17.09 FEET; THENCE SOUTH 87°46'33" WEST, 330.14 FEET TO AN INTERSECTION WITH A LINE BEING 413.00 FEET EASTERLY OF, AND PARALLEL WITH THE WEST LINE OF SAID SECTION 32; THENCE NORTH 00°04'32" EAST ALONG SAID PARALLEL LINE, 586.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 325,937 SQUARE FEET OR 7.48 ACRES, MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, RESTRICTIONS, OR DEDICATIONS.

LINETYPE LEGEND

- PROPERTY LINE
- CONCRETE
- ASPHALT PAVEMENT

SYMBOL LEGEND

- × 15.25 FIELD LOCATED POINT WITH ELEVATION (HARD SURFACES)
- × 15.2 FIELD LOCATED POINT WITH ELEVATION (SOFT SURFACES)

SURVEYOR'S NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTED (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF N10°58'24"W ALONG A LINE BEWTEEN TWO ON-SITE TEMPORARY BENCHMARKS.
2. ELEVATIONS AS SHOWN HEREON REFERENCE NORTH AMERICAN VERTICAL DATUM 1988 (N.A.V.D 88), REFERENCE ST. LUCIE COUNTY BENCHMARK "STL 4", ELEVATION = 18.22 FEET. ELEVATIONS AS SHOWN HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.12 FEET.
3. WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.10 FEET.
4. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR, UNLESS DIGITALLY SIGNED.
5. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X, REFERENCE FEMA MAP COMMUNITY NO. 120126, PANEL 0188, SUFFIX K, EFFECTIVE DATE JUNE 22, 2017. NO SEARCH FOR MAP MODIFICATIONS HAS BEEN DONE BY THIS SURVEYOR.
6. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

BL	BETSY LINDSAY, INC
CBS	CONCRETE BLOCK STRUCTURE
CLF	CHAINLINK FENCE
CLS	CENTERLINE OF SWALE
CONC.	CONCRETE
EL.	ELEVATION
FND.	FOUND
HDPE	HIGH DENSITY POLYETHYLENE
INV.	INVERT
IR&C	IRON ROD & CAP
LB	LICENSED BUSINESS
NO.	NUMBER
P.L.S.	PROFESSIONAL LAND SURVEYOR
PVC	POLY VINYL CHLORIDE
S.F.	SQUARE FEET
TBM	TEMPORARY BENCHMARK
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TYP.	TYPICAL
W/	WITH

SITE DATA TAKEN FROM ENGINEERING PLAN:

APPLICANT:
ETM SOLUTIONS, LLC.
2302 BRICKELL AVENUE
MIAMI, FL. 33131

PROPERTY OWNER:
BOBBY AND WANDA JOHNSON
4767 SELVITZ ROAD
FT PIERCE, FL. 34981

ENGINEER:
DAVID E. MORIN, P.E.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH STREET
FT PIERCE, FL. 34981
PHONE: (772) 464-3537

SURVEYOR:
BETSY LINDSAY, P.L.S.
BETSY LINDSAY, INC.
7997 SW JACK JAMES DR
STUART, FL. 34997
PHONE: (772) 286-5753

1. PROJECT NAME: PORTABLE ASPHALT PLANT

2. LOCATION: 4060 SELVITZ ROAD
FT PIERCE, FLORIDA

3. PROJECT DESCRIPTION: INSTALLATION OF ASPHALT PLANT USED FOR THE MANUFACTURE OF ASPHALTIC CONCRETE USED IN PAVING

4. PARCEL ID NUMBER: 24-32-223-0004-000-6

5. TOTAL SITE AREA: 7.48 ACRES

6. ZONING/LAND USE: EXISTING I-1-FP PROPOSED I-1-FP

7. UTILITY SERVICE: EXISTING FPUA WASTEWATER SERVICE: EXISTING FPUA
ELECTRIC SERVICE: EXISTING FPUA

8. SOLID WASTE: WASTE MATERIALS FROM ASHPALTIC CONCRETE PRODUCTION IS NOT ANTICIPATED THAT THE PLANT WILL PRODUCE WASTE AS THE MATERIAL USED IN THE PRODUCTION ASPHALTIC CONCRETE DO NOT PRODUCE A WASTE STREAM.

9. HAZARDOUS WASTE: DISPOSAL OF ALL HAZARDOUS WASTE MATERIAL, IF ANY, SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

10. DRAINAGE STATEMENT: THE SITE WILL HAVE A PERIMETER BERM TO PREVENT OFFSITE RUNOFF, IN ADDITION, AN ON-SITE SWALE WILL COLLECT RUNOFF FROM ON-SITE. VOLUME RECOVERY WILL BE BY PERCOLATION TO GROUND WATER ONLY.

11. VEGETATION STATEMENT: THE SITE HAS BEEN CLEARED PREVIOUSLY AND IS CURRENTLY USED FOR STORAGE OF MATERIALS AND EQUIPMENT.

12. TRAFFIC STATEMENT: THE INTENDED PURPOSE FOR THE PORTABLE ASPHALT PLANT IS THE PAVING OF MIDWAY ROAD. IT IS ANTICIPATED 100% OF THE TRUCK TRAFFIC ON SELVITZ ROAD WILL ENTER AND EXIT THE SITE FROM AND TO THE SOUTH ON SELVITZ ROAD. IN ADDITION, MIDWAY ROAD'S CONNECTION TO I-95 WOULD INDICATE TRAFFIC SUCH AS MATERIAL DELIVERIES WOULD BE FROM THE SOUTHERLY DIRECTION.

	QUANTITY	TRIP ENDS PER DAY
EMPLOYEES:	3	12
ASHPALT DUMP TRUCKS:	8	32
MATERIAL DELIVERY TRUCKS:	1	2
		48 TOTAL

13. LIGHTING: THERE IS NO PROPOSED LIGHTING.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE "TOPOGRAPHIC SURVEY" WITH PROPOSED SITE PLAN AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE ON MARCH 5, 2020 AND UPDATED ON DECEMBER 21, 2023, AND SAID "TOPOGRAPHIC SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "TOPOGRAPHIC SURVEY" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "TOPOGRAPHIC SURVEY" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

ELIZABETH A. LINDSAY CERTIFICATE NO. 4724 STATE OF FLORIDA REGISTERED LAND SURVEYOR

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS DIGITALLY SIGNED

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELIZABETH A. LINDSAY, P.L.S. 4724 ON January 9, 2024

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS
09/29/2020	ADD S.F. & DIMENSIONS TO EX. & PROP. FEATURES
10/13/2020	ADD PROPOSED DUMPSTER & TRAFFIC FLOW DIAGRAM
10/15/2020	ADD TABLE FOR EXISTING & PROPOSED FEATURES
12/21/2023	UPDATE SURVEY
01/09/2024	REVISED PER CLIENT (LABELED LEASE AREA)

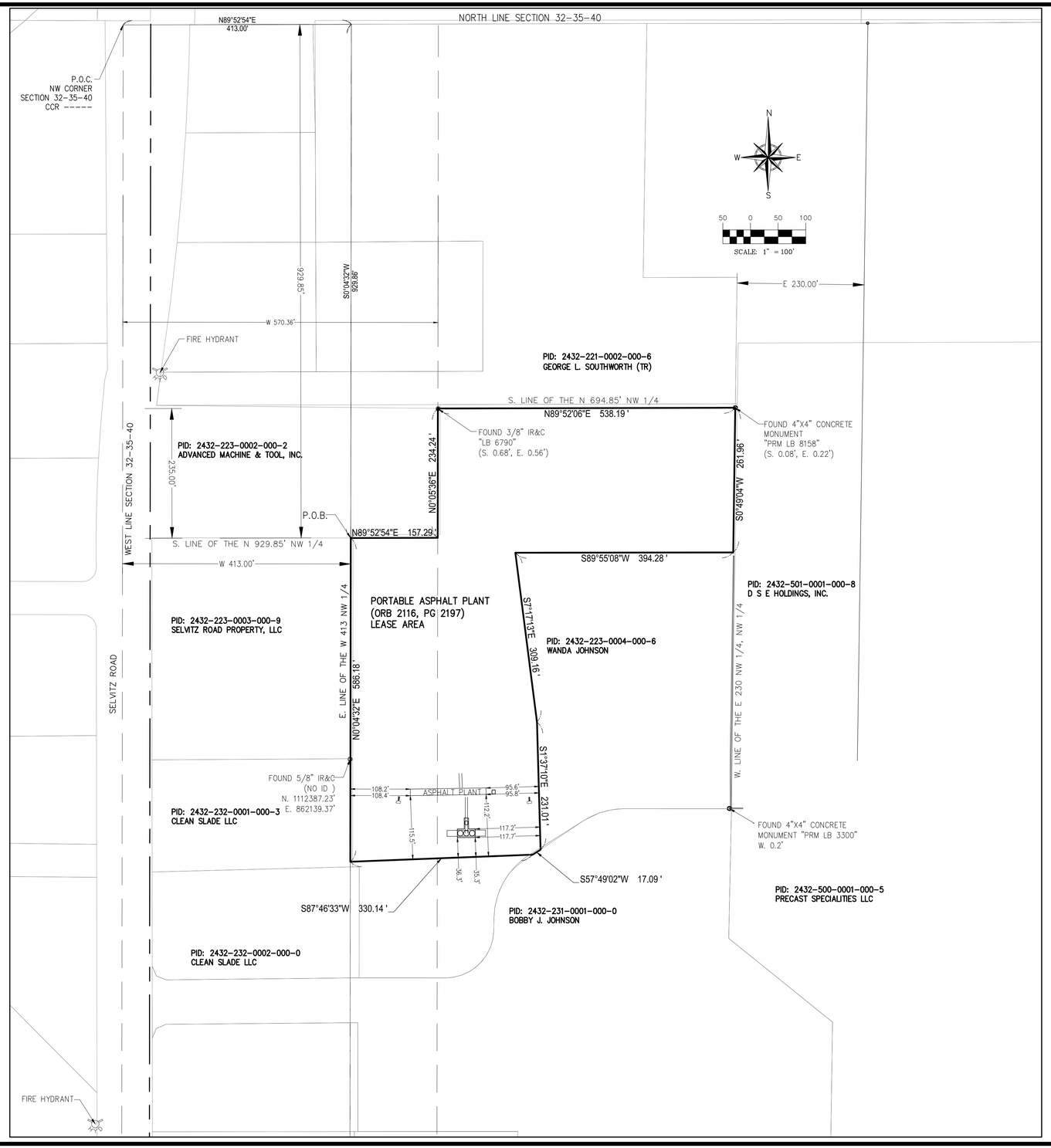
DATE 03/13/2020
SCALE AS SHOWN
FIELD BK. FP 18
DRAWN BY D.G./C.R.
CHECKED BY E.A.L

PORTABLE ASPHALT PLANT
ST. LUCIE COUNTY, FLORIDA

TOPOGRAPHIC SURVEY
ETM SOLUTIONS, LLC.

SHEET NO. 1
OF 4 SHEETS
PROJECT NO. 20-18

P:\FL\2012097-ETM Solutions\001-Selvitz Asphalt Plant\20-18 Selvitz Asphalt\dwg\20-18 SELVITZ-ASPHALT-SITEPLAN 12-20-23.dwg, SHEET (1), 1/9/2024 11:40:45 AM



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01/09/2024	REVISED PER CLIENT (LABELED LEASE AREA)

DATE 03/13/2020
SCALE 1" = 100'
FIELD BK. FP 18
DRAWN BY D.C./C.R.
CHECKED BY E.A.L

PORTABLE ASPHALT PLANT
ST. LUCIE COUNTY, FLORIDA

TOPOGRAPHIC SURVEY
ETM SOLUTIONS, LLC.

SHEET NO. 2
OF 4 SHEETS
PROJECT NO. 20-18

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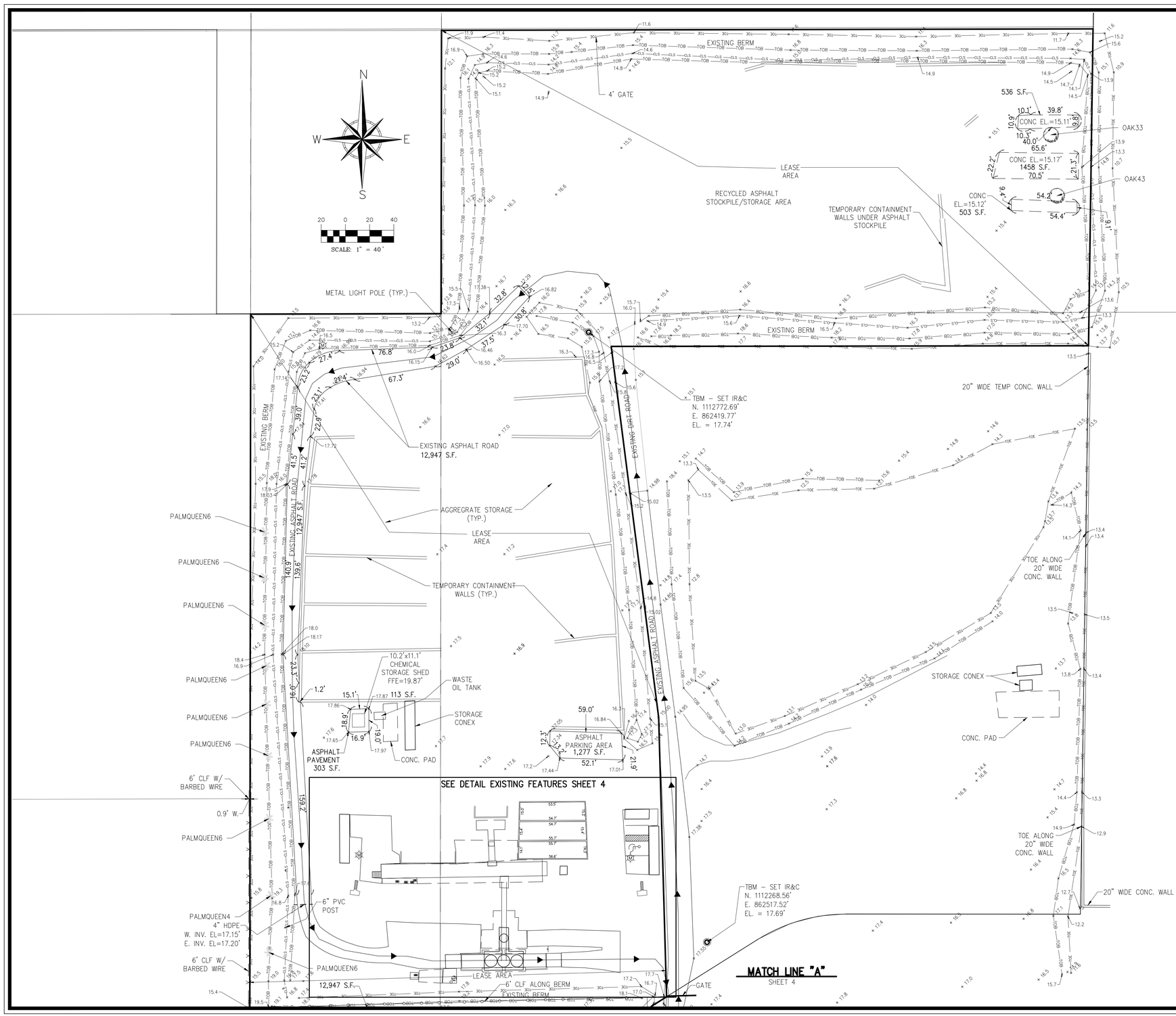

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7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

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12/21/2023	UPDATE SURVEY
01/09/2024	REVISED PER CLIENT (LABELED LEASE AREA)

DATE 03/13/2020
SCALE 1" = 40'
FIELD BK. FP 18
DRAWN BY D.G./C.R.
CHECKED BY E.A.L.

PORTABLE ASPHALT PLANT
ST. LUCIE COUNTY, FLORIDA

TOPOGRAPHIC SURVEY

ETM SOLUTIONS, LLC.

SHEET NO. 3
OF 4 SHEETS
PROJECT NO. 20-18

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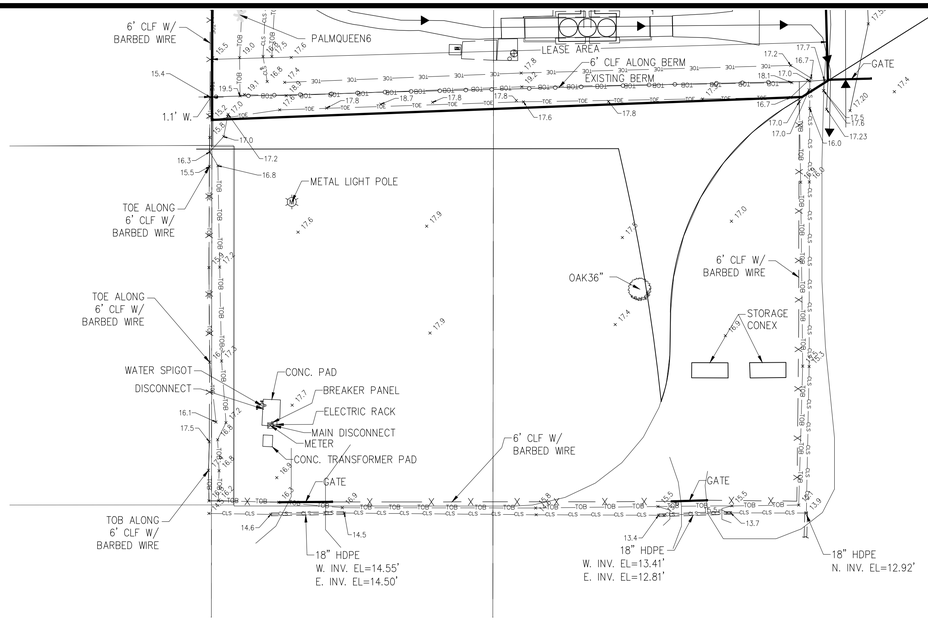
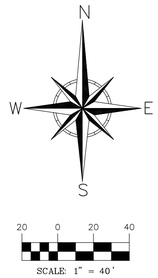
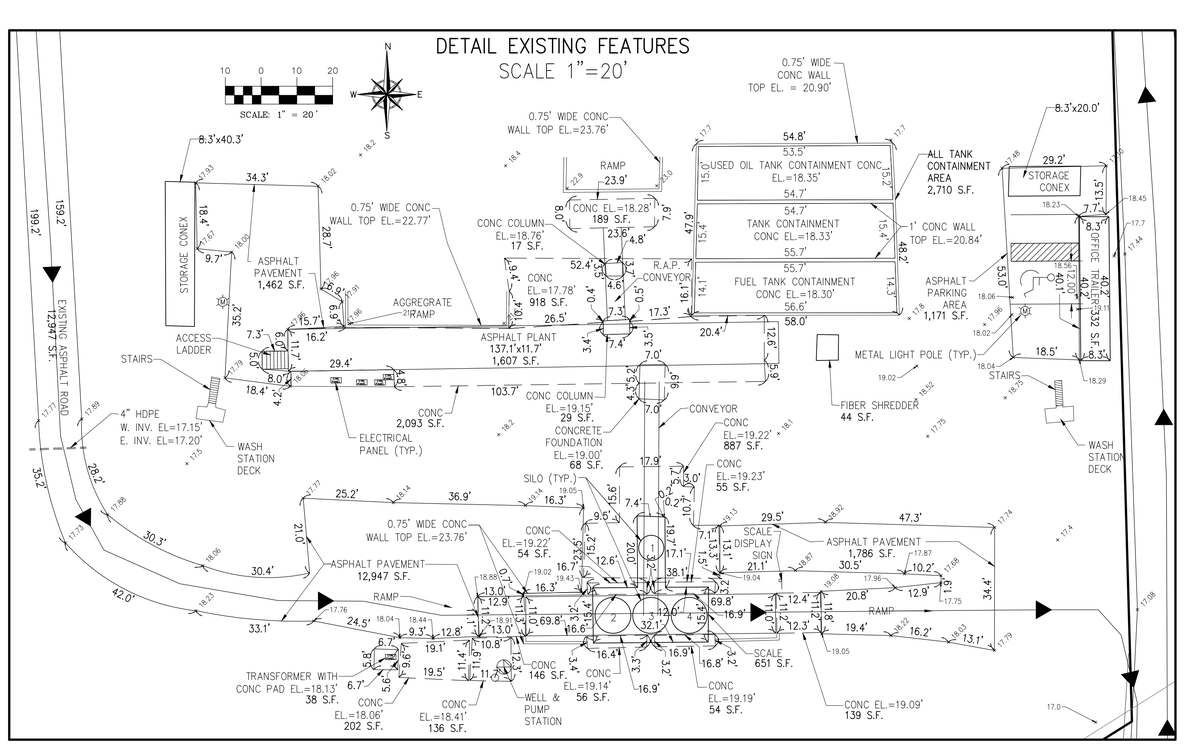


MATCH LINE "A"
SHEET 3





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DATE 03/13/2020
SCALE AS SHOWN
FIELD BK. FP 18
DRAWN BY D.G./C.R.
CHECKED BY E.A.L

PORTABLE ASPHALT PLANT
ST. LUCIE COUNTY, FLORIDA

TOPOGRAPHIC SURVEY
ETM SOLUTIONS, LLC.

SHEET NO. 4
OF 4 SHEETS
PROJECT NO. 20-18

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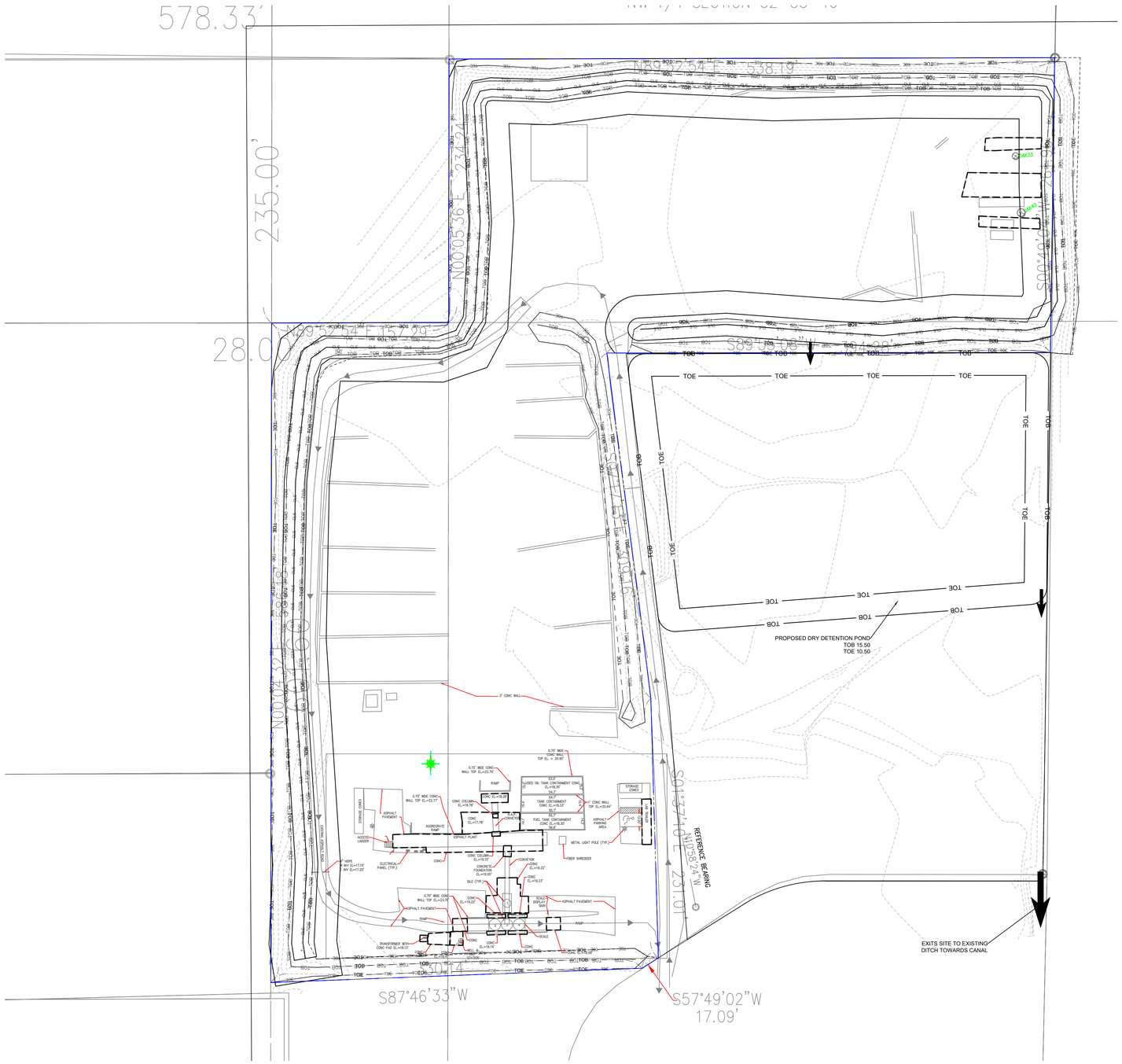

23-176 Center
Basin 1

SCS Curve Number, Soil Storage, & Tc Derivation:

1) Natural Condition:

a) Drainage Area = 11.49 acre
b) Impervious Area = 0.47 acre
c) % Impervious = 4% 98 CN
d) % Pervious = 96% acre 88 CN
e) Soil Type:

	Percentage	Num.	Name	Soil Group	Curve Number
1)	15%	2	Ankona and Farmton sands	C/D	91
2)	59%	43	Susana and Wauchula sands	C/D	91
3)	26%	44	Tantile and Pomona sands	A/D	81

Soil Group from USDA St. Lucie County Soil Survey
Curve numbers from TR 55 Table 2-2a Urban Industrial

f) Weighted Calculation:
CN = 88

g) Soil Storage: (S)
S = (1000/CN) - 10 = 1.31 in

h) Time of Concentration (Tc):
Tc = 3 min

2) Post-Development Condition:

a) Drainage Area = 11.49 acre
b) Impervious Area = 0.47 acre
c) % Impervious = 4% 98 CN
d) % Pervious = 96% 88 CN
e) Weighted Calculation:
CN = 88

f) Soil Storage: (S)
S = (1000/CN) - 10 = 1.31 in

g) Time of Concentration (Tc):
Tc = 2 min

Basin 1 Swale:

Length, L = 1980 ft
Top width, w = 18 ft
Bottom width, b = 2 ft
Depth, d = 1.5 ft
Volume, V = 0.68 ac-ft

Dry Retention Pond

TOE	=	62519 SF	1.435239 AC
DEPTH	=	5	7.176194 AC-FT
TOB	=	22045 SF	0.506084 AC
SLOPE		4	0.632604 AC-FT
TOTAL			7.808798 AC-FT

25 R S O
10.00 - 1.31 = 8.69 in
x
11.49 ac
=
V-req 8.321607 AC-ft
V-P 8.490616

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

23-176 Center

Basin 1

Land Use Summary

Description	Acres
Impervious	
Buildings	0.01
Concrete Pavement and Sidewalks	0.00
Driveway and Parking	0.46
Total Impervious	**0.47**
Pervious	
Dry Retention	1.44
Dry Retention Bank	1.90
Open Space	7.69
Total Pervious	**11.03**
Offsite Contributer	
Existing Offsite Driveway	
Total Area	**11.49**
Basin Area	**11.49**
Percent Impervious	**4%**
Percent Pervious	**96%**

THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354

NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
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. .	.	.
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	BY	DATE
DESIGNED	.	.
CALCS.	.	.
DRAWN	.	.
DETAILED	.	.
CHECKED	.	.
APPROVED	.	.

CENTRAL– 4060 SELVITZ RD

23–176 BASE – HYDRO EXHIBIT

DATE: .
HORIZ. SCALE: SCALE
VERT. SCALE: SCALE
JOB No. 23–176
SHEET 1 of 1

P:\Proj-2023\23-176 4060 Selvitz Rd\Eng\23-176 Base.dwg Date: 3/1/2024 4:13 PM By: EDGAR COMPIAN

ENVIRONMENTAL IMPACT STATEMENT

4060 SELVITZ ROAD
FT. PIERCE, FLORIDA 34981
Asphalt Plant

During the course of its operation, the asphalt plant has been in compliance with all applicable environmental regulations. The asphalt plant will acquire, maintain and renew, as necessary, all environmental permits in compliance with all applicable regulations. The asphalt plant is located within the industrial zone of the City of Fort Pierce. The surrounding properties around the asphalt plant are all industrial, including a precast concrete production yard, concrete redi-mix plant, and other manufacturing and commercial material suppliers.

LIGHTING
The plant maintains lighting to be utilized for security and during plant production at night. Lighting is limited to active operations, has been designed by a licensed engineer and with no adverse impact to the surrounding area.

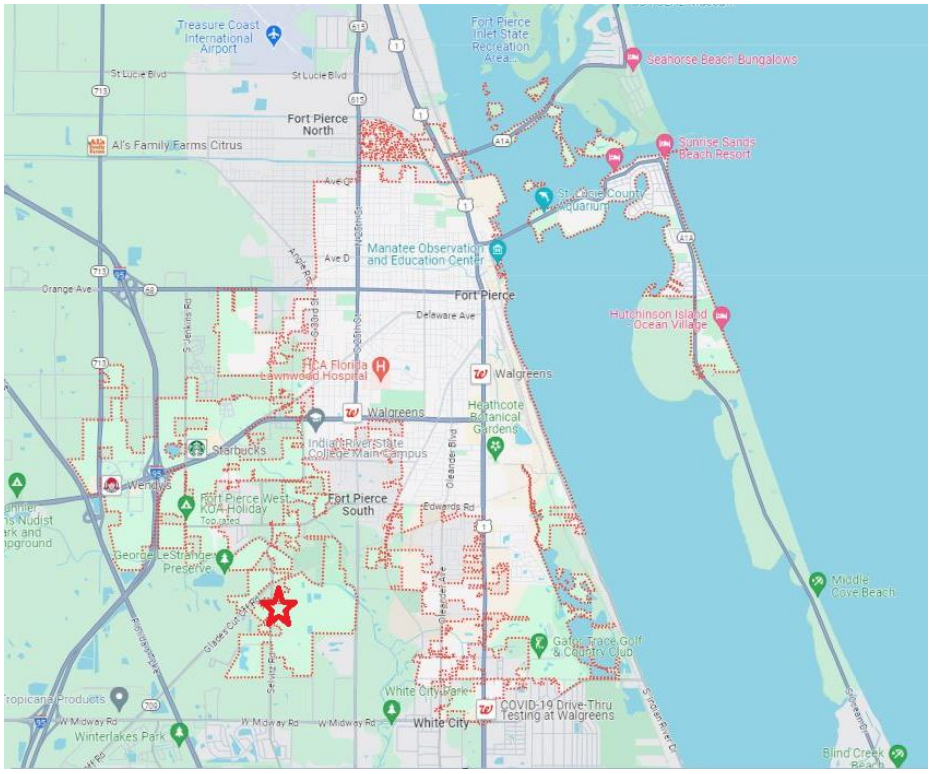
DUST
The asphalt plant does not produce dust. The plant is equipped with a "bag house" that collects the dust created by asphalt mixing operations. This filtration system is regularly maintained and inspected annually. Dust may be generated by trucks during ingress and egress to and from the asphalt plant property when delivering raw materials or taking the asphalt produced. Should dust be generated by this traffic, the operator will utilize the on-site water truck to mitigate as necessary.

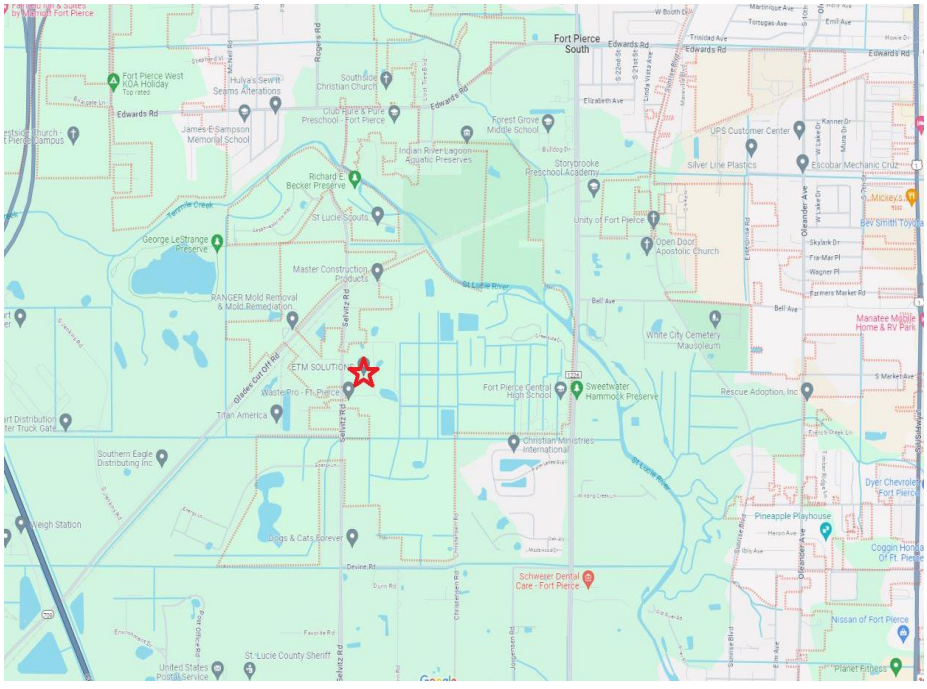
NOISE
The plant uses electricity to operate (not by generator). The plant does not generate loud or excessive noise. Trucks and equipment in the yard are properly muffled. The noise generated by the asphalt plant is appropriate for the industrial zone area and within safe parameters for employees.

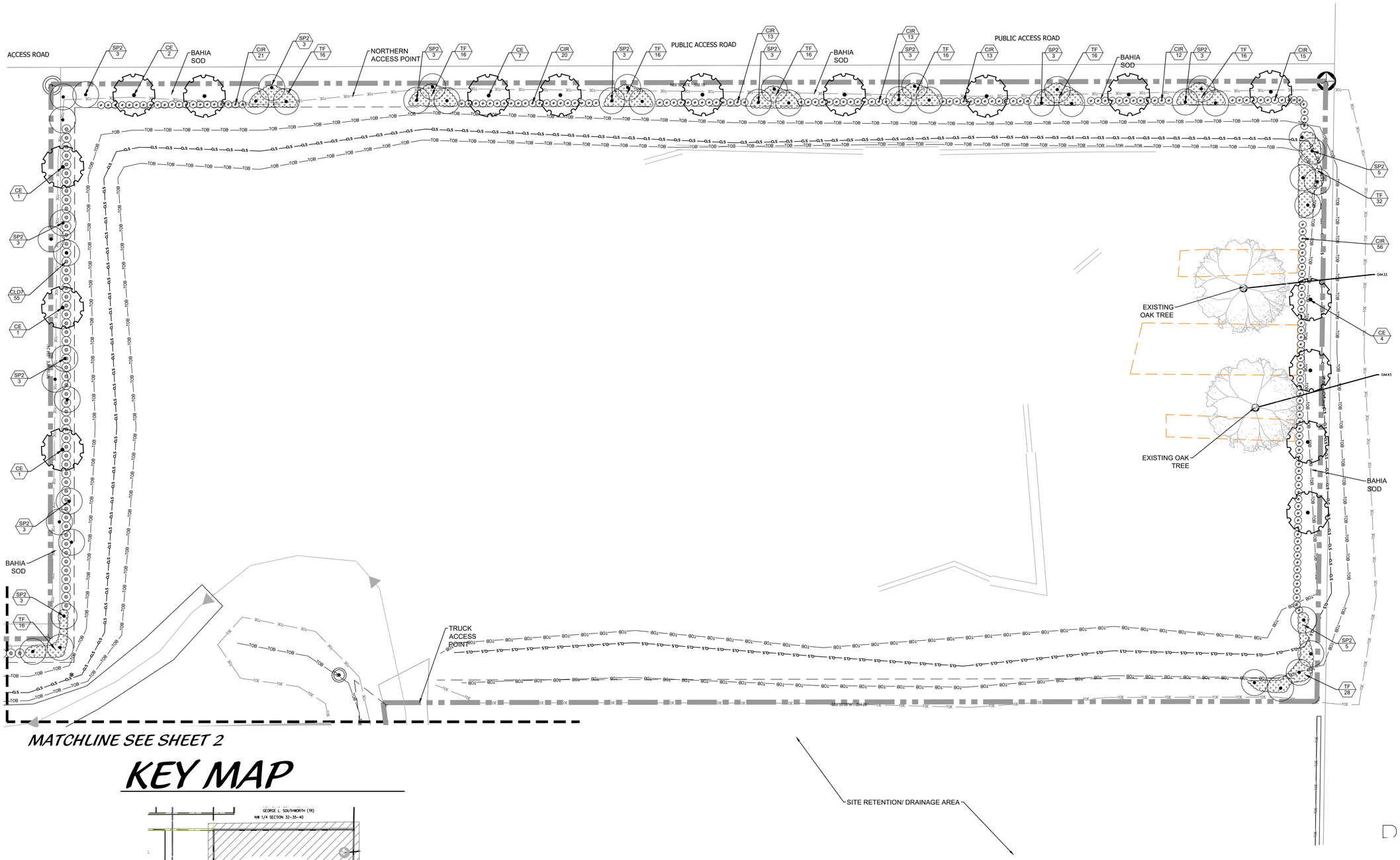


GENERAL LOCATION MAP

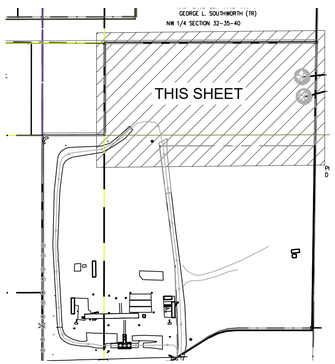
4060 SELVITZ ROAD
FT. PIERCE, FLORIDA 34981
Asphalt Plant







KEY MAP



48 HOURS BEFORE DIGGING
CALL TOLL FREE
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Landscape Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

4060 SELVITZ ROAD
City of Fort Pierce
St Lucie County, Florida

DESIGNED	AGB
DRAWN	AGB
APPROVED	RC
JOB NUMBER	20-0521
DATE	06/19/20
REVISIONS	02-27-24

February 27, 2024 3:59:57 p.m.
Drawing: 20-0521-LP.DWG

SHEET 1 OF 4

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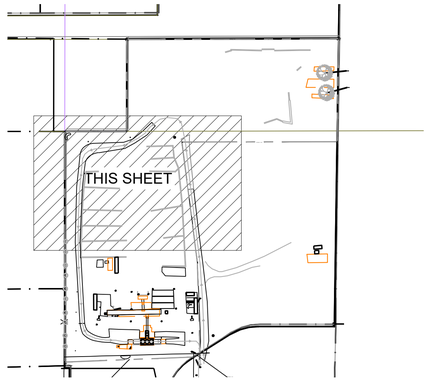
KEY MAP



MATCHLINE SEE SHEET 1

EXISTING ASPHALT ROAD

EXISTING ASPHALT ROAD

CONCRETE (TYP)

CONCRETE (TYP)

EXISTING BOTTLE BRUSH (TYP)

CONCRETE (TYP)

EXISTING ROAD

BAHIA SOD

SITE RETENTION/ DRAINAGE AREA

MATCHLINE SEE SHEET 3

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Landscape Plan

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Drawing: 20-0521-LP.DWG

SHEET 2 OF 4

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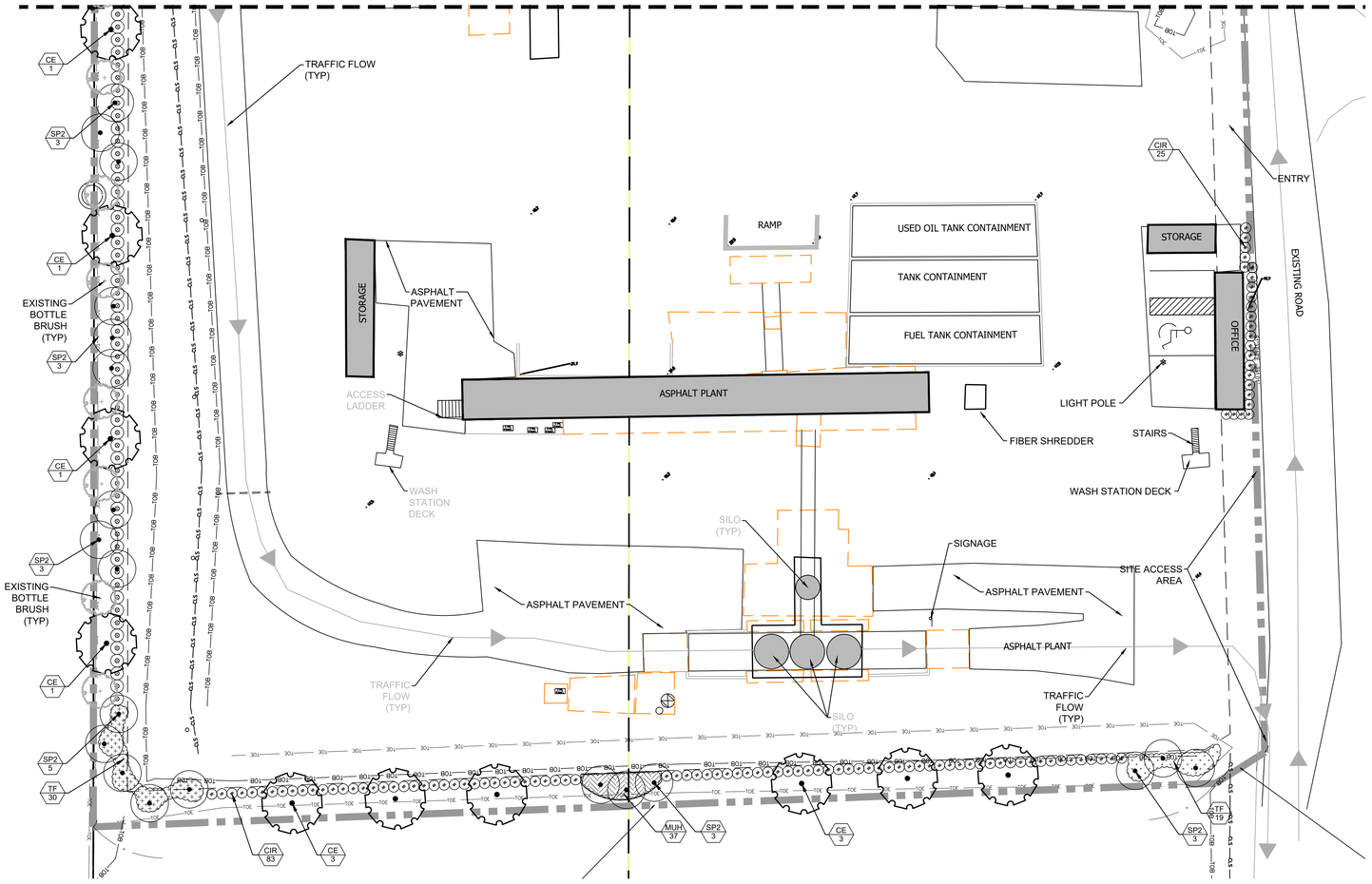
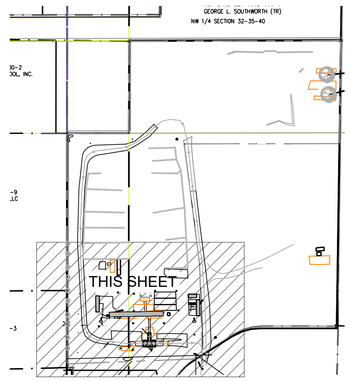
MATCHLINE SEE SHEET 2



Key Map



Landscape Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"

North

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SHEET 3 OF 4

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LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY 'FLORIDA GRADES AND STANDARDS' LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF FORT PIERCE LAND DEVELOPMENT REGULATIONS. THE CITY OF FORT PIERCE LANDSCAPE REQUIREMENTS (LDRs) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF THE CITY OF FORT PIERCE, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

ALL SOD SHALL BE BAHIA SOD.

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET, TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

19.5" 'BIO BARRIER' ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6') FEET OF PUBLIC CURBS, SIDEWALKS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURES RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.

PERMANENT, FULLY AUTOMATIC IRRIGATION IS NOT PROPOSED FOR THIS PROJECT. APPROPRIATE WATERING SHALL BE PROVIDED DURING THE PLANT ESTABLISHMENT PERIOD.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

SHOULD IT BE REQUIRED, EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING, SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 90° TO 45° DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITEC TO BE UNSUITABLE FOR PLANTING, IE. ROAD BASE, PAVEMENT, ETC. REPLACMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16-7-12	AGRIFORM TABLETS (21 GRAM)
1 GAL.	1/4 LB.	1
3 GAL.	1/3 LB.	3
7-15 GAL.	1/2 LB.	6
1"-6" CALIPER	2 LBS./1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS./1" CALIPER	2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE. COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILLTO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

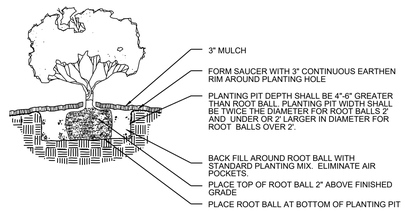
LANDSCAPE WARRANTY

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

PLANT LIST

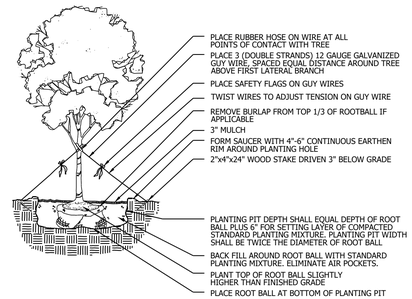
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	LOW MAINT	REMARKS
TREES									
CE	34	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	30 GAL. OR F.G.	2.5" CAL	12` O.A.	Y		FULL CANOPY
SP2	84	SABAL PALMETTO	SABAL PALMETTO	N.A.	N.A.	10`, 14`, 18` CT STGG	Y	Y	SLICK, STRAIGHT TRUNK.
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	LOW MAINT	REMARKS
SHRUBS									
CIR	271	CHRYSOBALANUS ICACO `RED TIP`	RED TIP COCOPLUM	3 GAL	2` X 2`	2` O.C.	Y		FULL
CLD7	232	CLUSIA GUTTIFERA	CLUSIA	7 GAL	3`-4` HT X 3` SPRD	36" O.C.	N		FULL TO BASE, FL #1 OR BETTER
GROUND COVERS									
MUH	37	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL	24" X 24"	24" O.C.	Y		FULL &THICK
TF	249	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS	3 GAL	24" X 24"	2.5` O.C.	Y		FULL & THICK

PLANTING DETAILS



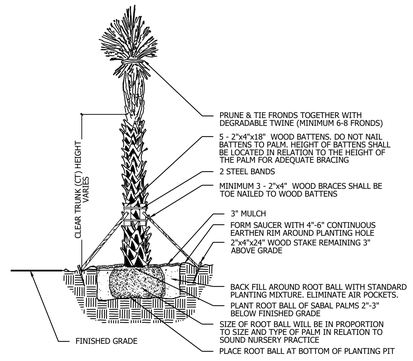
SHRUB/GROUNDCOVER PLANTING DETAIL

NTS



LARGE TREE PLANTING DETAIL

NTS



PALM PLANTING DETAIL

NTS

Landscape Details

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

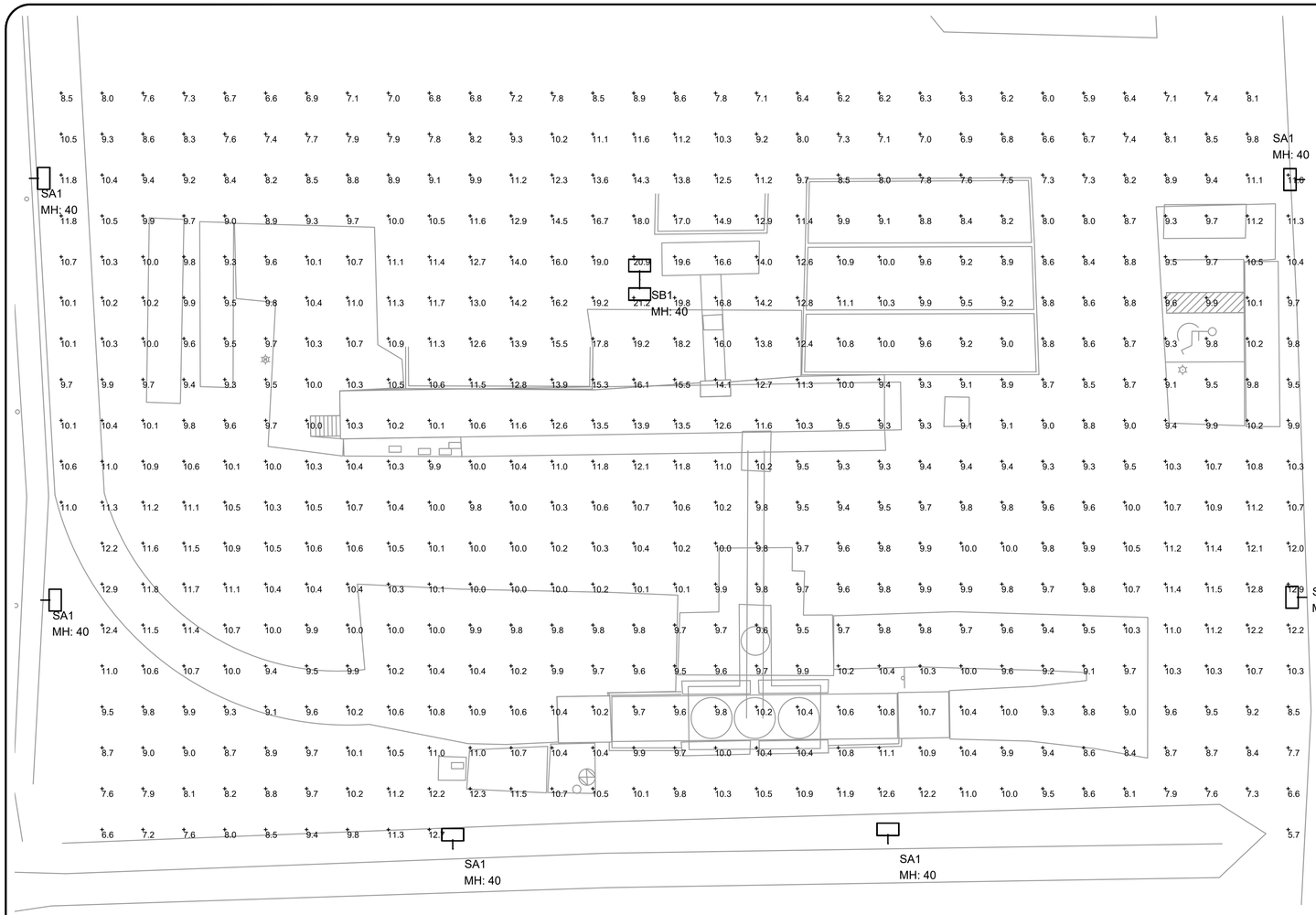
4060 SOUTH SELVITZ ROAD
City of Fort Pierce
St Lucie County, Florida

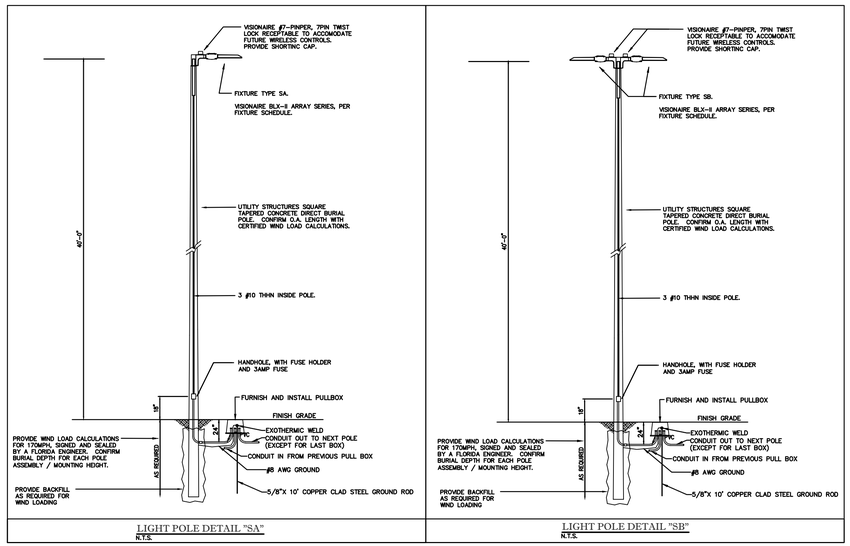
DESIGNED AGB
DRAWN AGB
APPROVED AGB
JOB NUMBER 20-0521
DATE 06-19-20
REVISIONS 02-27-24

February 27, 2024 3:59:57 p.m.
Drawing: 20-0521-LP.DWG

SHEET 4 OF 4

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.





BLX-II-4 shown with Arm Mount and optional Decorative Shroud



SITE PHOTOMETRIC PLAN

1/16" =1'-0" NORTH

Luminaire Schedule						
Project: ETM ASPHALT PLANT FT PIERCE REV2 02-28-2024						
Symbol	Label	Description	Lumens/Lamp	LLF	Lum. Watts	Total Watts
	SA1	BLX-II-8-T4L-145L-4K-VOLT-AM-7PINPER-DIM POLE MOUNT 40' AFG	N.A.	0.900	1102	6612
	SB1	BLX-II-8-T4L-145L-4K-VOLT-AM-7PINPER-DIM POLE MOUNT 40' AFG	N.A.	0.900	1102	2204

Calculation Summary							
Project: ETM ASPHALT PLANT FT PIERCE REV2 02-28-2024							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PHASE ONE OFFICE AREA SITE_ Planar	Illuminance	Fc	10.20	21.2	5.7	1.79	3.72

PERMIT ISSUED	-
CONSTRUCTION ISSUED	-

revision	date
1	
2	
3	
4	

KAMM Consulting
1408 Orange Avenue
Fort Pierce, Florida 34950
(772) 464-4644 Fax (772) 464-0792
jmm@kammconsulting.com
Certification of Authorization #8189
PRINCIPAL Florida License #58357
Bishop J. Hawkins

06-28-2024
date

signed

project title: ETM SOLUTIONS, LLC.
FORT PIERCE, FL

sheet title: **PHOTOMETRIC PLAN**

projt. no.:	2024-0085
project manager:	JM
checked by:	BB
scale:	AS NOTED
date:	02/29/24

sheet

E1.1

project

TRAFFIC IMPACT STATEMENT

4060 SELVITZ ROAD
FT. PIERCE, FLORIDA 34981
Asphalt Plant

The asphalt plant is accessible via the access roadway off of Selvitz Road. Trucks ingress and egress to the asphalt plant through this dead-end roadway. The plant will require truck deliveries of raw materials and will utilize trucks to deliver the completed asphalt product. As shown in the map below, trucks entering the asphalt plant will exit Selvitz Road and follow the paved access road East, then turn left (north) into the plant parcel, once on the property, the trucks will continue north to enter the plant to deliver raw materials (aggregates, asphalt cement) or to deliver reclaimed asphalt to the stockpile or to completed the circle back to the plant to be loaded and scaled with new asphalt products. All access roads are suitable for 2-way traffic. As asphalt is being loaded into trucks for delivery, in most cases, the trucks are lined up within the property along the west side of the property as the access road circles back from the entrance. This access road has ample capacity for trucks waiting to be loaded with no trucks waiting outside of the plant property. All trucks entering the plant are properly registered and insured.

Based upon the design, alignment of the plant access roads and the plant facility placement on the property, there is no anticipated impact to traffic on the surrounding public roadways as a result of the asphalt plant operations. It should be noted that in a continuous asphalt production operation, when the maximum number of trucks are being utilized, the truck spacing is staggard. Not all trucks can leave the plant at one time, only one truck can be loaded at one time, so the loading and scaling operation creates the spacing between trucks and this process eliminates traffic congestion on the entrance or exiting public roadways.



@kk

CITY OF FORT PIERCE
*** CUSTOMER RECEIPT ***

Batch ID: DANA 3/26/24 01 Receipt no: 150539

Year	Number	Type	SvcCd	Description	Amount
2024	7000003	PL		PLANNING DEPARTMENT	$37215.00

4060 SELVITZ RD
CK FR/CENTRAL CIVIL CONST FOR
ADVERTISING FEES & MISC

Tender detail
CH Ref#: 134965 $37215.00
Total tendered: $37215.00
Total payment: $37215.00

Trans date: 3/26/24 Time: 15:55:19

THANK YOU!

083537

CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS

File Number 23-176

May 15, 2024

Ms. Kerry Driver, Planner
City of Fort Pierce Planning Department
100 North U.S. 1
Fort Pierce, FL 34950

Subject: **4060 Selvitz Road Site Plan**
City of Fort Pierce Project No.: 24-07000003
TRC Meeting Response Resubmittal

Dear Kerry:

Below please find an item by item response to the outstanding review comments associated with the City's most recent examination of the Minor Site Plan referred to as **4060 Selvitz Road Site Plan**. If as you go through these comments, you have any questions about our responses, please do not hesitate to contact me.

****

CITY OF FORT PIERCE PLANNING DEPARTMENT:

1. **Clarify the hours of operations. To include weekends, if applicable.**

Hours of operation will vary, depending on project service needs. Normal business hours are from 6:00 am to 6:00 pm, however, if a particular project requires nighttime paving operations (typically in support of public improvement projects), there will be some instances where afterhours operations will be required. The project site and activities will be compliant with City of Ft. Pierce noise regulations standards.

2. **Provide examples of noise decimals.**

Modeling and studies at similar locations indicate that we can expect sound levels in the area of 88db at the operating equipment. As you move away from the equipment, the impact levels will drop. We do not anticipate there to be any negative impacts from this site's operation on any residential uses in the area, the closet of which is approximately ½ mile away.

3. **A detail traffic analysis to include Truck routes, Peak traffic hours, Estimated truck and vehicle traffic during business hours.**

A traffic summary statement has been provided, and is attached to this resubmission packet.

4. **Update site plan to correct zoning and FLU. (see Planner if assistance is needed).**

Refer to the general site data and site plan graphics. Area zoning and land use designations have been reviewed and updated as necessary.

5. Access needs to be identified on site plan.

Refer to the project site plan. On sheet 8 the-site's circulation patterns have been depicted.

6. Clarify/highlight berm information on site plan.

Refer to the project site plan, we have added callouts for the TOB or Top of Bank on sheet 4, 6, and 7. Typical section illustrations of the site's perimeter berms have been added as requested.

****

Fort Pierce Engineering Department

1. The site plan does not meet the requirements of City Code Section 125-313(a)(3)c, specifically:

a. Plan does not show ingress/egress to roadways (public or private).

Ingress/egress indications have been clarified on the project site plan. Primary site access is being redirected to the north side of the property. Easement access documents are included as part of this resubmission demonstrating our ability to make use of this pathway.

b. Location and dimensions of all existing and proposed parking spaces and loading areas.

There are no new parking spaces proposed for this development site. The existing uses/structures on this site are all mechanical in nature and not subject to the City Parking Codes. However, there will be operators at this site, and to account for their parking needs we have indicated several parking spaces in the area of east of the machines totaling two, one handicap and one regular. All parking dimensions are compliant with City standards.

c. Location and size of pond or swales.

We have added detailed dimensions and cross sections of all the swales and ponds to be constructed or maintained on this site.

d. Existing and proposed setbacks to structures, parking lot, and other features.

Setback information has been added to the project site plan. There are no permanent structures on this site. All of the mechanical equipment used in the asphalt manufacturing process is considered to be portable, and can be removed or relocated as necessary.

e. Location of any dumpsters.

Currently, there are no dumpsters on the site. Commercial waste generation will be addressed through small can pickups or by removal by on-site staff.

f. Location and elevations of all existing and proposed drainage facilities within the site plan area and adjacent vicinity for 100 feet in all directions.

See Survey for all existing drainage facilities and the site plan for all the proposed facilities within the site plan area. The site plan shows all proposed facilities. All proposed drainage facilities are shown on the site plan.

g. Length, width, depth and direction of flow for all ditches.

The swale dimensions and cross sections have been added to the project site plan sheets 4-7.

h. Label contour lines.

Proposed and existing contour lines have been labeled on sheets 4-7.

i. Clearly provide project boundary lines and dimensions.

The project and property boundary lines have been labeled and dimensioned

j. Identify proposed asphalt areas.

See sheet 3 of the attached site plan packet. The proposed ingress/egress driveway have been added to the north of the property. There are no other areas of proposed asphalt construction.

2. Add a note to the plan that "All construction shall be in compliance with City of Fort Pierce Code of Ordinances Sections 119 and 125.

The requested note has been added to the general notes on Sheet 1 (the Cover Sheet) of the project site plan.

3. In accordance with Section 125-314 survey (and site plans) shall be at a minimum scale of one-inch equals 30 feet.

The project site plan has been updated so that Sheets 4-7 all have a scale of 1"=30'. Sheet 2, 3, 8 of the project site plan packet serves as an overall context development plan for the property and is scaled at 1"=60' . Site surveys are being updated (by others) to reflect the requested scales, and will be submitted at a later time.

4. The applicant shall coordinate with St. Lucie County for any impacts to Selvitz Road.

Comment acknowledged. Coordination with St. Lucie County is currently ongoing; however, we do not require any additional permit approvals from the County as we are making uses of existing driveway comments onto Selvitz Road. We are aware of the County's concerns about dragging of material onto the roadway at our access points and we will endeavor to make sure that we do not contribute further to the ongoing dirt tracking at these locations. .

<u>Advisory Comments:</u>

1. The drainage was not reviewed. A full review will be completed at the time of the DPCR application.

Comment acknowledged. The owners/operators of this facility have been advised of the need for DPCR review of this site, following site plan approval.

2. The project shall have all Local, State, and Federal permits as required in place prior to conducting any land clearing operations.

Comment acknowledged. We probably need to review this matter a little more with you, as there are certain state regulations in place addressing when a local government may require outside agency permits as a pre-condition to the issuance of a local permit. In addition, use of the word 'all' creates some interpretive issues that may need further legal clarification. We will be happy to review this matter further at your convenience.

****

Fort Pierce Building Department:

Please be advised that the project may trigger the requirements indicated below:

1. **Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.**

Comments acknowledged.

2. **All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.**

Comments acknowledged.

3. **Building Permit required**

Based on what is depicted on the project site plan, what particular activities require issuance of a building permit? All asphalt production equipment is considered to be portable, and while anchored to the ground, these are not considered to be permanent structures.

4. **Signed and sealed construction drawings required.**

Comment acknowledged, but again, what drawings are we expected to provide?

5. **Shall meet the Fire Prevention Code:**
   a. **Sprinkler system is required**
   b. **Smoke alarm system is required**

All applicable fire protection codes and standards shall be complied with by the ownership/operating entity.

****

Fort Pierce Police Department:

1. **No comments at this time.**

Comments acknowledged.

****

St. Lucie County Planning Department:

1. **Further dialogue is requested regarding any applicable Impact Fee assessment warranted during the site plan/permitting process.**

Comments acknowledged. We will review this matter directly with the County.

****

St. Lucie County PW/Engineering:

Corrections:

1. **Provide an updated traffic statement with a trip count.**

A traffic summary statement has been provided, and is attached to this resubmission packet.

2. **The driveway requires some repairs and removal of dirt tracking from the Right-of-Way.**

Comments acknowledged. Primary site access is being redirected to the north side of the property. Easement access documents are included as part of this resubmission demonstrating our ability to make use of this pathway. Coordination with St. Lucie County will continue as we complete final site permitting activities, but we do not see where we presently will be required to obtain new access permit approvals as we are making uses of the existing driveway connections onto Selvitz Road. We acknowledge the County's concerns about dragging of material onto the roadway at our access points and we will endeavor to make sure that we do not contribute further to any ongoing dirt tracking issues at this location.

3. **Conditions:**
   a. **A Site Development Permit may be required if improvements within the Selvitz Road Right-of-Way are proposed.**

We do not anticipate the need to make any improvements to, or within, Selvitz Road.

****

City Clerk Office:

1. **No comments at this time.**

Comments acknowledged.

****

Code Enforcement:

1. **No comments at this time.**

Comments acknowledged.

****

Fort Pierce Utilities Authority:

W/WW Engineering: FPUA W/WW Engineering has reviewed the application.
Approved

Electric & Gas Engineering: FPUA Electric Engineering has reviewed the application.
Approved

Please contact Sal Scimeca for electric customer requirements and project coordination.

FPUA Gas Engineering has reviewed the application.
Approved.

Natural gas is available.

FPUA net Fiber: FPUAnet has reviewed the application.
Approved.

Fiber Internet Service – Is Available.

****

St. Lucie County Fire District:

Site Plan Requires Re-submittal. The Following Conditions/Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**

Comments acknowledged. This will be addressed directly with the Fire District.

2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**

Comments acknowledged. This will be addressed directly with the Fire District.

3. **Please provide an electronic revised copy of the site plan (pdf format).**

Comments acknowledged. This will be addressed directly with the Fire District.

4. **Please provide written acknowledgement of the conditions/revisions provided**

Comments acknowledged. This will be addressed directly with the Fire District.

****

Florida Department of Transportation

1. **No comments at this time.**

Comments acknowledged.

****

St. Lucie County School Board

1. **No comments at this time.**

Comments acknowledged.

****

Thank you for your attention to this submission. Again, if you have any questions or need additional back-up, please let me know. Phone number 772-464-3537 ext. 104, email ecoapman@ct-eng.com.

Sincerely,

CULPEPPER & TERPENING, INC.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property Information

Property address or Location: 4060 Selvitz Road, Ft. Pierce, Florida 34981

Parcel ID #(s): 2432-223-0004-000-6

Project description: Asphalt Plant

Application Type

☒ Site Plan ☐ Conditional Use w/New Construction ☐ Conceptual Development Plan

☐ Minor Amendment ☐ Major Amendment

Site Information

Non-Residential: Proposed Sq. Ft.: 325,937 Site Acreage: 7.48

Residential: Proposed Units: _____ Proposed Sq. Ft.: _____ Site Acreage: _____

Wanda Johnson	ETM Solutions, LLC, Robert Baer, Manager
Property Owner(s)	Applicant/Representative, Title, Company
4060 Selvitz Road	4060 Selvitz Road
Street Address	Street Address
Ft Pierce FL 34981	Ft Pierce FL 34981
City State Zip	City State Zip
772-216-5368	305-888-3344
Phone Number	Phone Number
sharisjohnson@gmail.com	bbaer@centralcivil.com
Email Address	Email Address

Property Owner(s) Acknowledgements *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

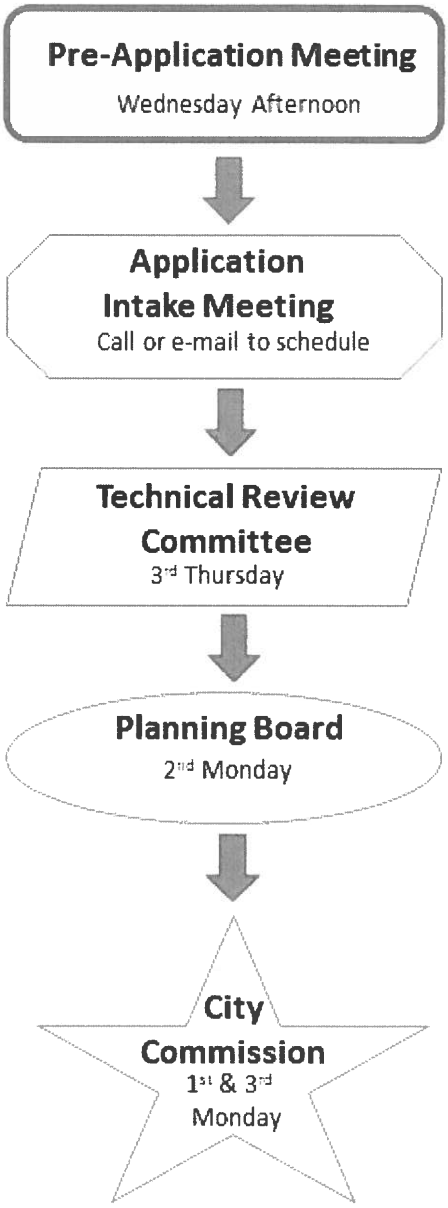
Wanda Johnson

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS
CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM
For more information, please refer to the website:
https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

General Information

- **Incomplete application packets will not be accepted.**
- In-take meetings are required for application submittals.
- Site plan approval is valid for one (1) year following City Commission approval. To maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date.
- Fee Schedule - https://www.cityoffortpierce.com/DocumentCenter/View/2620/Fee-Schedule-
- Public Notice Fees - https://www.cityoffortpierce.com/DocumentCenter/View/8818/Public-Notice-Fees-



Site Plan submittal requirements:

Submit one (1) original & three (3) hard copies and one (1) CD or Flash Drive of the following. Additional copies will be required of subsequent submittals.

- [x] Complete application
- [x] Warranty Deed
- [x] SLC Property Record Card
- [x] Detailed project description
- [x] General location map (see Section 125-313)
- [x] Survey (see Section 125-313)
- [x] Site Plan (see Section 125-313)
- [x] Landscaping Plan (see Section 123-37)
- [x] Conceptual Drainage Plan (see Section 125-313)
- [x] Environmental Impact Report
- [ ] Beach/Dune System protection plan, if applicable (see Section 125-313)
- [x] Lighting Plan (see Section 125-313)
- [ ] Design Review submittals (see Design Review application)
- [x] Traffic Impact Report
- [x] Concurrency Review submittals (see Concurrency Review application)

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

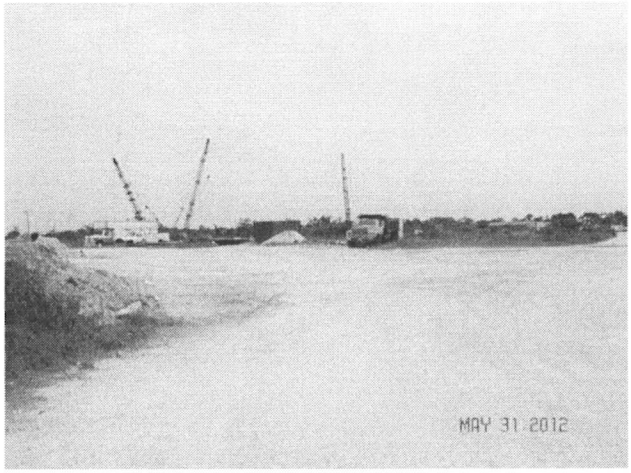
Property Identification

Site Address: 4060 SELVITZ RD
Sec/Town/Range: 32/35S/40E
Parcel ID: 2432-223-0004-000-6
Jurisdiction: Fort Pierce

Use Type: 4000
Account #: 157269
Map ID: 24/32N
Zoning: Heavy Indu

Ownership

Wanda Johnson
4767 Selvitz Rd
Fort Pierce, FL 34981



Legal Description

32 35 40 FROM NW COR OF SEC RUN N 89 50 34 E ALG N LI OF SEC 947.75 FT,TH S 00 47 49 W 460.07 FT,TH N 89 52 58 E 170.02 FT, TH S 00 47 37 W 234.76 FT TO POB,TH S 00 49 04 W 733.29 FT,TH N 89 58 19 W 193.42FT TO CURVE CONC SE,R OF 137.50 FT,TH SWLY ALG ARC 77.30 FT,TH S 57 49 02 W 116.83 FT TO CURVE CONC SE,R OF 137.50 FT,TH SWLY AND SLY ALG ARC 136.79 FT,TH S 00 49 02 W 22.41 FT TO CURVE CONC W,R OF 87.50 FT,TH SWLY ALG ARC 28.23 FT TO CURVE CONC NW,R OF 87.50 FT,TH SWLYALG ARC 108.01 FT,TH N 89 58 19 W 156.25 FT,TH N 00 04 06 E 200.96 FT,TH S 89 56 24 W 12 FT,TH N 00 04 06 E 601.60 FT,TH S 89 51 05 E 157.36 FT,TH N 00 04 06 E 235 FT,TH N 89 50 34 E 537.17 FT TO POB (12.79 AC) (OR 1252-1370)

Current Values

Just/Market Value:	$570,900
Assessed Value:	$428,582
Exemptions:	$0
Taxable Value:	$428,582

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	12.79
Land Size (SF):	557,132

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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CHRIS CRAFT
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308
Fort Pierce, FL 34954-0308
772-462-1650
www.tcslc.com

2023 REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Skip the trip and pay at www.tcslc.com
- echeck (electronic payment from your checking account for a small fee)
- Credit card (2.5 % convenience fee applies)
- Print your receipt instantly online!

ACCOUNT	ESCROW
2432-223-0004-000/6	

Wanda Johnson
4767 Selvitz Rd
Fort Pierce, FL 34981-4806

4060 SELVITZ RD, Fort Pierce
32 35 40 FROM NW COR OF SEC RUN N 89 50 34
E ALG N LI OF SEC 947.75 FT,TH S 00 4
See Additional Legal on Tax Roll

AD VALOREM TAXES

TAXING AUTHORITY		MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
County Parks MSTU	772-462-1670	0.0000	428,582	0	428,582	0.00
Co Public Transit MSTU	772-462-1670	0.2500	428,582	0	428,582	107.15
Erosion District E	772-462-1670	0.1000	428,582	0	428,582	42.86
Law Enf,Jail,Judicial Sys	772-462-1670	2.7294	428,582	0	428,582	1,169.77
Co General Revenue Fund	772-462-1670	4.2722	428,582	0	428,582	1,830.99
Childrens Service Council	772-408-1100	0.3790	428,582	0	428,582	162.43
St Lucie Co Fire District	772-621-3342	3.0000	428,582	0	428,582	1,285.75
FL Inland Navigation Dist	561-627-3386	0.0288	428,582	0	428,582	12.34
City of Fort Pierce	772-467-3000	6.9000	428,582	0	428,582	2,957.22
School Discretionary	772-429-3970	0.7480	570,900	0	570,900	427.03
School Capital Improvemnt	772-429-3970	1.5000	570,900	0	570,900	856.35
School Req Local Effort	772-429-3970	3.1640	570,900	0	570,900	1,806.33
School Voter Referendum	772-429-3970	1.0000	570,900	0	570,900	570.90
Mosquito Control	772-462-1670	0.1352	428,582	0	428,582	57.94
S FL Wtr Mgmt District	561-686-8800	0.2301	428,582	0	428,582	98.61

MILLAGE CODE 0022 **TOTAL MILLAGE** 24.4367 **TOTAL AD VALOREM TAXES** $11,385.67

eBill

Go paperless and receive your tax bill by email.

www.tcslc.com

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY			AMOUNT
FP23	Fort Pierce Stormwater Mgmt Maint	772-467-3777	6,292.80
NS40	N St Lucie Wtr Mgmt Dist	772-461-5050	294.17
TOTAL ASSESSMENTS			$6,586.97

Scan to view your bill online

COMBINED TAXES AND ASSESSMENTS $17,972.64

Pay One Amount (Discount Already Deducted)	If Postmarked By Please Pay	Nov 30, 2023 $0.00			

CHRIS CRAFT
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308
Fort Pierce, FL 34954-0308
772-462-1650
www.tcslc.com

2023 REAL ESTATE

ACCOUNT
2432-223-0004-000/6

Please add your phone number for our records:

_____

Pay online at www.tcslc.com
AMOUNT DUE

I am paying the following amount (check only one box):

Nov 30, 2023 $0.00

Wanda Johnson
4767 Selvitz Rd
Fort Pierce, FL 34981-4806

Checks payable to St. Lucie County Tax Collector
U.S. funds only through U.S. bank
No postdated checks · Print receipt online

Paid 11/08/2023 $17,253.73

RETAIN THIS PORTION FOR YOUR RECORDS Receipt # 0025-20231108-006997

FILE # 2520264 OR BOOK 2116 PAGE 2209, Recorded 12/15/2004 at 03:46 PM
Doc Tax: $0.70

Return to:
Jay A. Kroese, Esq.
Cargill, Incorporated
Law Department
P. O. Box 5624
Minneapolis, MN 55440

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), dated as of the 25 day of October, 2004, is made by and between CARGILL JUICE NORTH AMERICA, INC., a Delaware corporation, whose principal mailing address is 100 East 6th Street, Frostproof, Florida 33843 ("CJNA") and BOBBY AND WANDA JOHNSON, husband and wife (the "Johnsons"), ADVANCED MACHINE & TOOL, INC., a Florida corporation ("Advanced"), and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation ("WMIF"). The Johnsons, Advanced and WMIF are collectively known as the Grantees.

RECITALS:

CJNA is the owner of certain real property located in Fort Pierce, St. Lucie County, Florida, as more particularly described on Exhibit A attached to this Agreement (the "CJNA Real Property").

The Johnsons are the owner of certain real property located in Fort Pierce, St. Lucie County, Florida, as more particularly described on Exhibit B attached to this Agreement (the "Johnson Real Property").

Advanced is the owner of certain real property located in Fort Pierce, St. Lucie County, Florida, as more particularly described on Exhibit C attached to this Agreement (the "Advanced Real Property").

WMIF is the owner of certain real property located in Fort Pierce, St. Lucie County, Florida, as more particularly described on Exhibit D attached to this Agreement (the "WMIF Real Property").

Grantees desire to obtain from CJNA and CJNA desires to convey to Grantees a nonexclusive, permanent easement for ingress and egress over and across the existing roadway located on the CJNA Real Property, as more particularly described on Exhibit E attached to this Agreement (the "Easement Area").

In consideration of the mutual covenants, terms and conditions set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

whereupon the said Grantee's grant of easement will be terminated, and Grantee will cause to be recorded in the public records a Release of Easement thereby relieving Grantee of any and all further obligations under this Agreement.

7. The provisions of this Agreement shall not be deemed (i) an interest in the roadway to constitute a dedication of land for public use; and (ii) to confer any rights in the general public.

8. This Agreement shall not be amended except by written agreement executed by CJNA and Grantees.

9. This rights and obligations in this Agreement shall be covenants running with the land and shall be binding upon CJNA and Grantees and upon their respective heirs, successors and assigns.

10. This Agreement shall be governed, construed and interpreted in accordance with the substantive laws of the State of Florida, without regard to its conflicts of laws provision.

11. This Agreement may be executed in counterparts, each of which may be deemed an original but together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Witnesses:

Jim Maliszewski
Print Name: Jim Maliszewski

Chad Hadden
Print Name: Chad Hadden

CARGILL JUICE NORTH AMERICA, INC.

By: Bryce R. Kelly
Print Name: Bryce R. Kelly
Its: Assistant Vice President

Witnesses:

Shari Sabater
Print Name: Shari Sabater

Robert V. Schueler
Print Name: ROBERT V. SCHUELER

Bobby Johnson
BOBBY JOHNSON

Wanda R. Johnson
WANDA JOHNSON

Witnesses:

Nanette Trout
Print Name: Nanette Trout

Christine Nicholson
Print Name: Christine Nicholson

ADVANCED MACHINE & TOOL, INC.
By: Lloyd D Riley
Print Name: Lloyd D Riley
Its: President

STATE OF FLORIDA)
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 25 day of OCTOBER, 2004, by BRUCE R. KELLY, a Vice President (Assistant) of Cargill Juice North America, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

Elizabeth C. DuChene
Notary Public

My Commission Expires: 2-11-05

ELIZABETH C. DuCHENE
Notary Public, State of Florida
My comm. expires Feb. 11, 2005
Comm. No. DD 1654398

STATE OF FLORIDA)
COUNTY OF St. Lucie)

The foregoing instrument was acknowledged before me this 21st day of October 2004, by Bobby Johnson and Wanda Johnson, husband and wife, who are personally known to me or who have produced _____ as identification.

Judith A Sullivan
My Commission DD343620
Expires October 23, 2006

Judith A. Sullivan
Notary Public

My Commission Expires: _____

STATE OF FLORIDA)
COUNTY OF St. Lucie)

The foregoing instrument was acknowledged before me this 1st day of Sept, 2004, by Lloyd D. Riley, the President of Advance Machine & Tool, Inc., a Florida corporation, on behalf of the corporation. S/He is personally known to me or did produce _____ as identification.

ERICA L. LOWE
MY COMMISSION # DD 193107
EXPIRES: July 14, 2006
Bonded Thru Notary Public Underwriters

Erica L. Lowe
Notary Public

My Commission Expires: July 14, 2006

STATE OF ~~FLORIDA~~ Georgia)
COUNTY OF Cobb)

The foregoing instrument was acknowledged before me this 23rd day of July, 2004, by CHARLES J. CAMPAGNA, a VICE PRESIDENT of Waste Management Inc. of Florida, a Florida corporation, on behalf of the CORPORATION. He is personally known to me or did produce _____ as identification.

MARGARET ANNE ABNEY
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
SEPT. 24 2007

Margaret Anne Abney
Notary Public

My Commission Expires: _____

EXHIBIT B

Johnson Real Property

Parcel 1:
Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida; being more particularly described as follows:

Commence at the Northwest corner of said Section 32, thence run North 89°51'05" East, along the North line of said Section 32, a distance of 343.68 feet, to a point lying 220.00 feet East of the Easterly right-of-way line of Selvitz Road, and the Point of Beginning; thence continue North 89°51'05" East, along said North line, a distance of 604.07 feet, to a point in the West line of the East 400.00 feet of the North 460.00 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 32; thence run South 00°49'04" West along said line, a distance of 460.07 feet, to a point on the South line of the East 400.00 feet of the North 460.00 feet of said Section 32; thence run North 89°51'05" East along said line a distance of 170.02 feet, to a point in the West line of the East 230.00 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 32; thence run South 00°49'04" West along said line a distance of 871.62 feet to a point in the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 32; thence continue South 00°49'04" West, a distance of 96.43 feet; thence run North 89°58'19" West, a distance of 193.42 feet to the beginning of a curve concave to the Southeast, having a radius of 137.50 feet; thence run Southwesterly along the arc of said curve, through a central angle of 32°12'39", a distance of 77.30 feet; thence run South 57°49'02" West, a distance of 116.83 feet to the beginning of a curve concave to the Southeast, having a radius of 137.50 feet; thence run Southwesterly and Southerly along the arc of said curve, through a central angle of 57°00'00", a distance of 136.79 feet; thence run South 00°49'02" West, a distance of 22.41 feet to the beginning of a curve concave to the West having a radius of 87.50 feet; thence run Southwesterly along the arc of said curve, through a central angle of 18°28'56", a distance of 28.23 feet to the beginning of a non-tangent curve, concave to the Northeast, the chord of which bears North 05°53'59" West and having a radius of 1,120.65 feet; thence run Northwesterly along the arc of said curve, through a central angle of 07°20'20", a distance of 143.54 feet; thence run South 89°56'24" West, non-tangent to the last described curve, a distance of 235.90 feet to a point in a line lying 413.00 feet East of, as measured at right angles to the West line of said Section 32; thence run North 00°04'06" East along said line a distance of 601.60 feet to a point in the South line of the North 929.86 feet of said Section 32; thence run South 89°51'05"

89°58'19" West, a distance of 219.57 feet to the Point of Beginning.

LESS AND EXCEPT therefrom the following:

Commence at the Northwest corner of said Section 32; thence run South 00°04'06" West along the West line of said Section 32, a distance of 1,768.62 feet; thence run South 89°58'19" East, parallel with, as measured at right angles to the South line of the Northwest 1/4 of said Section 32, a distance of 425.00 feet; thence run North 00°04'06" East parallel with, as measured at right angles to the West line of said Section 32, a distance of 200.96 feet; thence run South 89°56'24" West, a distance of 223.89 feet to the beginning of a non-tangent curve concave to the Northeast, the chord of which bears South 05°53'59" East, and having a radius of 1,120.65 feet; thence run Southeasterly along the arc of said curve, through a central angle of 07°20'20", a distance of 143.54 feet to the Point of Beginning; thence continue along the arc of said curve, through a central angle of 01°29'51", a distance of 29.29 feet to a point of reverse curvature with a curve concave to the Northwest, having a radius of 25.00 feet; thence run Southwesterly along the arc of said curve, through a central angle of 101°05'41", a distance of 44.11 feet; thence run North 89°58'19" West, a distance of 63.32 feet to the beginning of a non-tangent curve concave to the Northwest, the chord of which bears North 54°39'49" East, and having a radius of 87.50 feet; thence run Northeasterly along the arc of said curve, through a central angle of 70°43'43", a distance of 108.01 feet to the Point of Beginning.

ALSO, LESS AND EXCEPTING therefrom, the CJNA Property that is described in Exhibit A, containing approximately 9.21 acres, more or less.

MWP:JK 5/25/04 (350288v3)

EXHIBIT D

WMIF Real Property

Being that part of the South 235.93 feet of the North 634.86 feet of the West 343.67 feet of the Northwest ¼ of the Northwest ¼ of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, lying East of Selvitz Road and being more particularly described as follows:

COMMENCE at the Northwest corner of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run due South, along the West line of said Section 32, a distance of 398.93 feet; thence run N89°47'32"E, parallel with the North line of said Section 32, a distance of 99.31 feet, to the East right-of-way line of Selvitz Road and the POINT OF BEGINNING; thence continue N89°47'32"E, a distance of 244.36 feet; thence run due South a distance of 235.93 feet; thence run S89°47'32"W, a distance of 274.01 feet, to the said East right-of-way of Selvitz Road; thence run N07°09'41"E, along the said East right-of-way, a distance of 237.89 feet, to the POINT OF BEGINNING, all lying and being in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida and containing 1.4038 Acres, more or less.

Bearings based on West line of Section 32 being assumed due North.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number:1753220 OR BOOK 1252 PAGE 1370
Recorded: 09-29-99 08:11 A.M.

* Doc Assump:	$	0.00
* Doc Tax :	$	839.30
* Int Tax :	$	0.00

A298-10
R298-04

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 24 day of September , 1999 (year),

by first party, Grantor, **Bobby Johnson and Wanda Johnson, his wife, as to an undivided 1/2 interest as tenants in common, and James R. Bryant and Liane Bryant, his wife, as to an undivided 1/2 interest as tenants in common.**
whose post office address is
4767 Selvitz Road, Fort Pierce, Florida 34981
to second party, Grantee, **Bobby Johnson and Wanda Johnson, his wife**

whose post office address is
4767 Selvitz Road, Fort Pierce, Florida 34981

WITNESSETH, That the said first party, for good consideration and for the sum of **Ten dollars** Dollars ($ **10.00**) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of **Saint Lucie** , State of **Florida** to wit:
SEE EXHIBIT "A" ATTACHED HERETO

The property being conveyed herein is vacant land.

If your state requires 8 ½" x 11" forms, cut off the bottom of this page at the dotted line.

0 53926 20040 5

Return to:
Grantee

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of: **Bobby Johnson and Wanda Johnson, his wife, and James R. Bryant and Liane Bryant, his wife.**

John J Haney Jr
Signature of Witness

John J Haney Jr
Print name of Witness

Kenneth R Singley
Signature of Witness

Kenneth R. Singley
Print name of Witness

Bobby Johnson Wanda Johnson
Signature of First Party

Bobby Johnson and Wanda Johnson, his wife
Bobby Johnson Wanda Johnson
Print name of First Party

Signature of First Party

James R. Bryant and Liane Bryant, his wife
James R Bryant Liane Bryant
Print name of First Party

State of **Florida**)
County of **Saint Lucie**
On September 24, 1999 before me,
appeared Bobby Johnson, Wanda Johnson, James Bryant + Liane Bryant
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Virginia Going
Signature of Notary

Affiant ✓ Known ____ Produced ID
Type of ID _____
(Seal)

Virginia Going
Notary Public, State of Florida
Commission No. CC 628413
My Commission Exp. 5/28/2001
Bonded Through Fla. Notary Service & Bonding Co.

State of FLORIDA)
County of St. Lucie
On Sept. 24, 1999 before me,
appeared
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature of Notary

Affiant ____ Known ____ Produced ID
Type of ID _____
(Seal)

Liane Bryant
Signature of Preparer

Liane Bryant
Print Name of Preparer

1217 SW Bayshore Dr
Address of Preparer

If your state requires 8 ½" x 11" forms, cut off the bottom of this page at the dotted line.

EXHIBIT "A"

Legal Description

Parcel 1:
Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida; being more particularly described as follows:

Commence at the Northwest corner of said Section 32, thence run North 89°51'05" East, along the North line of said Section 32, a distance of 343.68 feet, to a point lying 220.00 feet East of the Easterly right-of-way line of Selvitz Road, and the Point of Beginning; thence continue North 89°51'05" East, along said North line, a distance of 604.07 feet, to a point in the West line of the East 400.00 feet of the North 460.00 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 32; thence run South 00°49'04" West along said line, a distance of 460.07 feet, to a point on the South line of the East 400.00 feet of the North 460.00 feet of said Section 32; thence run North 89°51'05" East along said line a distance of 170.02 feet, to a point in the West line of the East 230.00 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 32; thence run South 00°49'04" West along said line a distance of 871.62 feet to a point in the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 32; thence continue South 00°49'04" West, a distance of 96.43 feet; thence run North 89°58'19" West, a distance of 193.42 feet to the beginning of a curve concave to the Southeast, having a radius of 137.50 feet; thence run Southwesterly along the arc of said curve, through a central angle of 32°12'39", a distance of 77.30 feet; thence run South 57°49'02" West, a distance of 116.83 feet to the beginning of a curve concave to the Southeast, having a radius of 137.50 feet; thence run Southwesterly and Southerly along the arc of said curve, through a central angle of 57°00'00", a distance of 136.79 feet; thence run South 00°49'02" West, a distance of 22.41 feet to the beginning of a curve concave to the West having a radius of 87.50 feet; thence run Southwesterly along the arc of said curve, through a central angle of 18°28'56", a distance of 28.23 feet to the beginning of a non-tangent curve, concave to the Northeast, the chord of which bears North 05°53'59" West and having a radius of 1,120.65 feet; thence run Northwesterly along the arc of said curve, through a central angle of 07°20'20", a distance of 143.54 feet; thence run South 89°56'24" West, non-tangent to the last described curve, a distance of 235.90 feet to a point in a line lying 413.00 feet East of, as measured at right angles to the West line of said Section 32; thence run North 00°04'06" East along said line a distance of 601.60 feet to a point in the South line of the North 929.86 feet of said Section 32; thence run South 89°51'05"

West along said line, a distance of 28.00 feet to a point in the East line of the West 385.00 feet of said Section 32; thence run North 00°04'06" East along said line, a distance of 235.00 feet to a point in the North line of the South 235.00 feet of the North 929.86 feet of said Section 32; thence run South 89°51'05" West along said line, a distance of 322.76 feet to a point on the Easterly right-of-way line of Selvitz Road, said point being the beginning of a non-tangent curve concave to the East, the chord of which bears North 06°55'32" East and having a radius of 1,859.86 feet; thence run Northeasterly along the arc of said curve, through a central angle of 00°35'33", a distance of 19.24 feet; thence run North 07°13'18" East, a distance of 41.25 feet to a point in the South line of the North 634.86 feet of said Section 32; thence run North 89°51'05" East along said line, a distance of 578.33 feet to a point in the East line of the West 648.00 feet of the North 634.86 feet of said Section 32; thence run North 00°04'06" East along said line, a distance of 235.93 feet to a point in the South line of the North 398.93 feet of said Section 32; thence run South 89°51'05" West along said line a distance of 304.33 feet to a point in the East line of the West 343.67 feet of the North 398.93 feet of said Section 32; thence run North 00°04'06" East along said line, a distance of 398.93 feet, to the Point of Beginning. Containing approximately 21.94 acres more or less.

Parcel 2:
Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 32; thence run South 00°04'06" West along the West line of said Section 32, a distance of 1,768.62 feet; thence run South 89°58'19" East, parallel with, as measured at right angles to the South line of the Northwest 1/4 of said Section 32, a distance of 425.00 feet to the Point of Beginning; thence run North 00°04'06" East parallel with, as measured at right angles to the West line of said Section 32, a distance of 200.96 feet; thence run South 89°56'24" West, a distance of 223.89 feet to the beginning of a non-tangent curve concave to the Northeast, the chord of which bears South 06°38'54" East and having a radius of 1,120.65 feet; thence run Southeasterly along the arc of said curve, through a central angle of 08°50'11", a distance of 172.83 feet to a point of reverse curvature with a curve concave to the Northwest, having a radius of 25.00 feet; thence run Southwesterly along the arc of said curve, through a central angle of 101°05'41", a distance of 44.11 feet; thence run North

89°58'19" West, a distance of 219.57 feet to the Point of Beginning.
LESS AND EXCEPT therefrom the following:
Commence at the Northwest corner of said Section 32; thence run South 00°04'06" West along the West line of said Section 32, a distance of 1,768.62 feet; thence run South 89°58'19" East, parallel with, as measured at right angles to the South line of the Northwest 1/4 of said Section 32, a distance of 425.00 feet; thence run North 00°04'06" East parallel with, as measured at right angles to the West line of said Section 32, a distance of 200.96 feet; thence run South 89°56'24" West, a distance of 223.89 feet to the beginning of a non-tangent curve concave to the Northeast, the chord of which bears South 05°53'59" East, and having a radius of 1,120.65 feet; thence run Southeasterly along the arc of said curve, through a central angle of 07°20'20", a distance of 143.54 feet to the Point of Beginning; thence continue along the arc of said curve, through a central angle of 01°29'51", a distance of 29.29 feet to a point of reverse curvature with a curve concave to the Northwest, having a radius of 25.00 feet; thence run Southwesterly along the arc of said curve, through a central angle of 101°05'41", a distance of 44.11 feet; thence run North 89°58'19" West, a distance of 63.32 feet to the beginning of a non-tangent curve concave to the Northwest, the chord of which bears North 54°39'49" East, and having a radius of 87.50 feet; thence run Northeasterly along the arc of said curve, through a central angle of 70°43'43", a distance of 108.01 feet to the Point of Beginning.

Containing approximately 1.04 acres more or less.

SITE PLAN FOR

CENTRAL ASPHALT PLANT

4060 SELVITZ RD

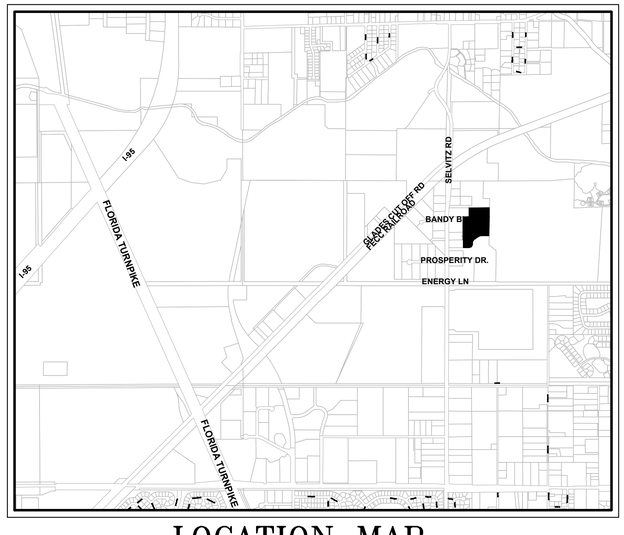
IN

SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

ST. LUCIE COUNTY, FLORIDA

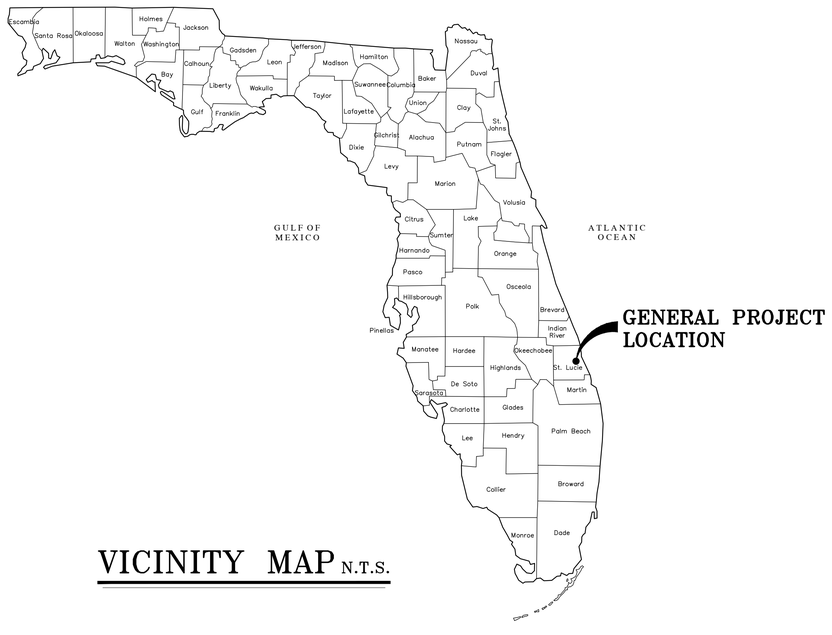
PREPARED FOR

CENTRAL CIVIL CONSTRUCTION



LOCATION MAP N.T.S.

SECTION 32 TOWNSHIP, 35 SOUTH, RANGE 40 EAST



VICINITY MAP N.T.S.

GENERAL NOTES

1. "ALL CONSTRUCTION SHALL BE IN COMPLAINCE WITH CITY OF FORT PIERCE CODE OF ORDINANCES SECTIONS 119 AND 125.
2. HOURS OF OPERATION ARE AS FOLLOWS; AT TIMES MONDAY–SATURDAY 12 HOURS 6 AM TO 6 PM.
3. PLANT PRODUCTION TO PRODUCE NO MORE THAN 88 DECIBELS PER APPLICANT
4. TRAFFIC DATA AS PER THE APPLICANT;
   PEAK TRAFFIC HOURS 9 AM–1 PM.
   ESTIMATED TRUCK TRAFFIC DURING BUSINESS HOURS 10 TRUCKS AN HOUR

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	COVER
2	MASTER SITE PLAN
3–6	SITE PLAN

LEGAL DESCRIPTION:

OVERALL PROJECT PARCEL: 32 35 40 FROM W 1/4 COR RUN N 00 04 06 E ALG W LI OF NW 1/4 53.50 FT,TH S 89 58 19 E 50 FT TO E R/W LI OF SELVITZ RD AND NLY R/W LI OF NSLWCD CANAL NO. 101,TH CONT SE ALG NLY R/W LI 705 FT TO POB,TH N 00 04 06 E 600 FT,TH N 89 58 19 W 280 FT,TH N 00 04 06 E 200 FT,TH N 89 58 19 W 350 FT TO CURVE CONC SE,R OF 25 FT,TH SWLY ALG ARC 39.26 FT TO E R/W LI OF SELVITZ RD,TH N 00 04 06 E ALG E R/W LI 125 FT TO CURVE CONC NE,R OF 25 FT,TH SE ALG ARC 39.29 FT,TH S 89 58 19 E 349.98 FT,TH S 89 58 25 E 156.76 FT TO CURVE CONC NW,R OF 87.50 FT,TH NELY ALG ARC 136.24 FT,TH N 00 48 56 W 22.40 FT TO CURVE CONC SE,R OF 137.50 FT,TH NELY ALG ARC 136.79 FT,TH N 57 49 02 E 116.83 FT TO CURVE CONC S,R OF 137.50 FT,TH NELY ALG ARC 77.28 FT,TH S 89 58 48 E 193.44 FT,TH S 00 49 02 W 228.64 FT,TH S 51 03 36 E 241.52 FT,TH S 00 49 02 W 801.37 FT TO N R/W LI OF CANAL NO. 101,TH N 89 58 19 W ALG N R/W LI 568.67 FT TO POB– (16.71 AC) (OR 2116–2197)

REVISIONS	
SHEET NO.	DATE

SUBMITTAL DATE: 4/25/2024

CULPEPPER & TERPENING INC

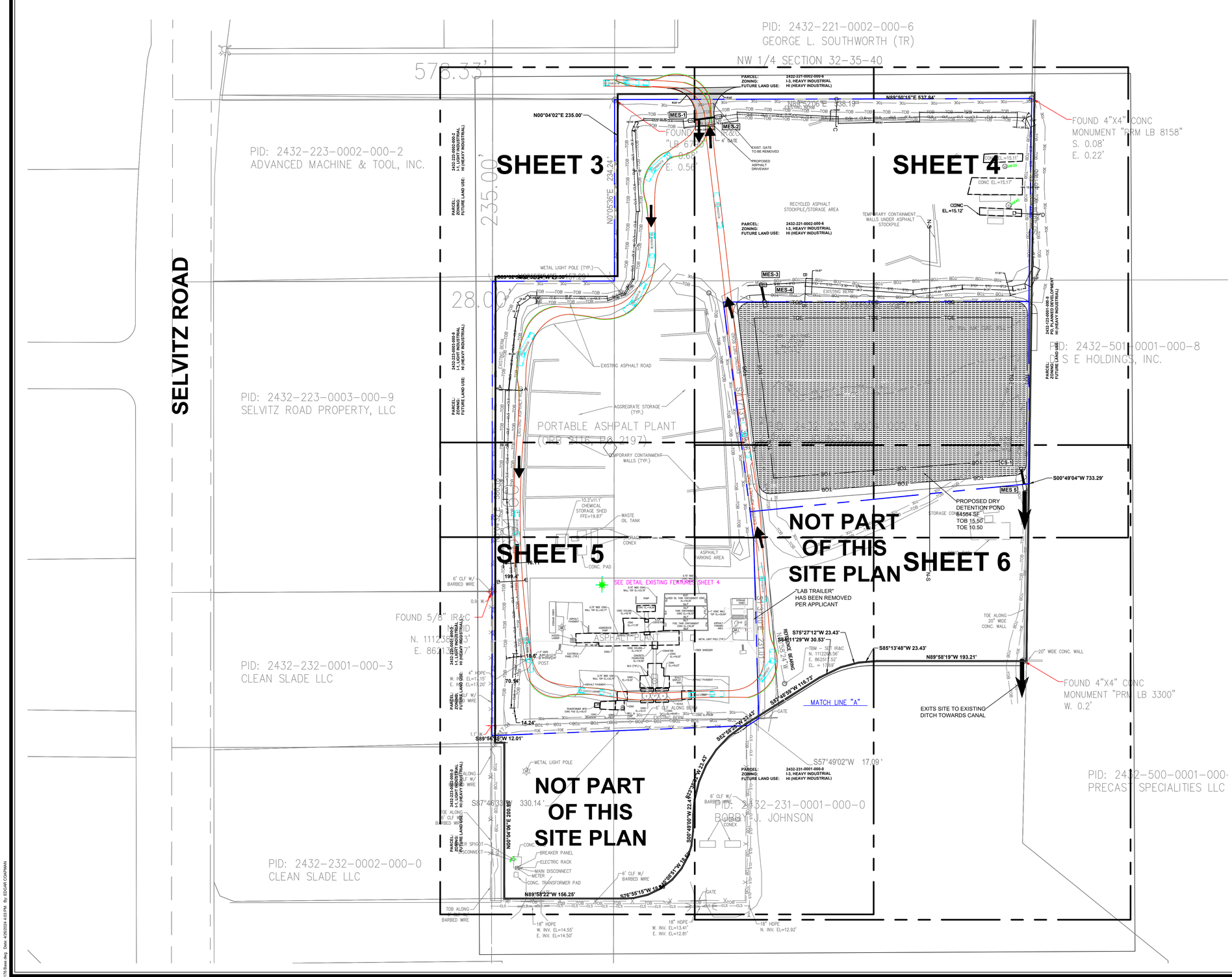
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981

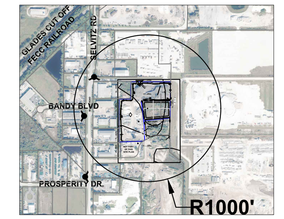
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com

STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354

FILE NAME: 23–176 LAND DEVELOPMENT – COVER.DWG





SITE DATA TABLE

Owner/Applicant:
Bobby and Wanda Johnson
4767 Slevitz Rd
Fort Pierce, FL, 34981
Phone: 772-465-1122

Lighting Plan
Kamm Consulting
1408 Orange Ave
Fort Pierce, FL 34950
Phone: 772-595-1744

Engineer:
Culpepper & Terpening, Inc.
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: 772-464-3537
Fax: 772-464-9497
www.ct-eng.com

Surveyor:
Betsy Lindsay
7997 SW Jack James Dr
Stuart, FL 34997
Phone: 772-286-5753
Fax: 772-286-5933

Landscape Architect:
Cotleur & Hearing
1934 Commerce Lane
Jupiter, FL 33458
Phone:561-747-6336
Fax: 561-747-1377
www.cotleurhearing.com

1.) **Project Name:**
Central Aphalt Plant

2.) **Location:**
The project site is located east of Selvitz Rd at 4060 Selvitz Rd between Bandy Blvd and Prosperity Dr.

3.) **Project Description:**
325,937 SF leased Industrial site with existing parking plant with a 84,564 SF Dry detention pond within 556,073 SF Property

4.) **Sec/Town/Range:** Section 32, Township 35 South, Range 40 East

5.) **Tax Map ID:** 34/20N

6.) **Parcel ID Numbers:** 2432-223-0004-000-6

7.) **Gross Site Area:** 9.42 acres 410,501 sq feet

8.) **Zoning:** IL-3 Heavy Industrial 9.42 acres

9.) **Land Use:** HI Heavy Industrial 9.42 acres

10.) **Site Density/Intensity:** N/A

11.) **Development Schedule: Phase 1**
Start: Fall 2024
Complete: Winter 2024

12.) **Flood Zone:**
The project site is located in Flood Zone X (Area With Reduced Flood Risk), according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Number 12111C0188K eff. 2/19/2020

13.) **Site Coverage[1]:**

Existing Site Facilities (2024)

	acreage	sq feet	% of site	FAR[2]
Buildings (all types)	0.00	-	0.0	0.000
Roadways/Parking	0.45	19,806	4.8	N/A
Other Impervious	0.18	7,795	1.9	N/A
Total Impervious	0.63	27,601	6.7	
Open Space/ Landscape/ Future Dev.	8.79	382,900	93.3	N/A
Lakes & Retention (dry)	0.00	-	0.0	N/A
Total Site Area	9.42	410,501	100	

Proposed Site Addition (areas of addition only)

	acreage	sq feet	% of site	FAR[2]
Buildings (all types)	0.00	-		0.000
Roadways/Parking	0.04	1,717		N/A
Other Impervious	0.00			N/A
Total Impervious	0.04	1,717	0.0	
Open Space/ Landscape	0.00	-		N/A
Lakes/ Retention (dry)	1.94	84,564		N/A
Preserve Area	0.00	-	0.0	N/A
Total Site Area	1.98	86,281	0.0	

Total Site[3]

	acreage	sq feet	% of site	FAR[2]
Buildings (all types)	0.01	332	0.1	0.001
Roadways/Parking	0.45	19,806	4.8	N/A
Other Impervious	0.18	7,795	1.9	N/A
Total Impervious	0.64	27,933	6.8	
Open Space/ Landscape	6.85	298,336	72.7	N/A
Lakes/ Retention (dry)	1.94	84,564	20.6	N/A
Preserve Area	0.00	-	0.0	N/A
Total Site Area	9.43	410,833	100	

Notes:
1.) All areas are approximate and subject to change as part of final construction plans.
2.) Existing Site Facilities (2023) represent existing site conditions & Proposed Site Addition represents site area
3.) FAR coverage based on total bldg sq ft/ gross lot area.

14.) **Parking: Expansion Area**

Building Area	SP/1000	Total Required	Provided	Handicap parking
0	N/A	N/A	2	1

15.) **Building Hgt.:**
Maximum Building Hgt. 50' Proposed Equipment Hgt. (max) 35'-6"
Containment Tank Max. Hgt. 35'

16.) **Building Setbacks/Spacing (Min. Industrial):**

	Required	Provided
Front (as measured from Selvitz Road)	25.0 ft	N/A
Side	10.0 ft	N/A
Rear (as measured from east property line)	25.0 ft	N/A

17.) **Utility Service:**

Water Service (Utility)	FPUA	Electric Service	FPUA
Sewage Service (Utility)	FPUA	Telcom Service (backbone)	ATT
Re-Use Water (Utility)	N/A	Cable Service (primary)	Comcast

All utility services will be placed underground.

18.) **Refuse Collection:**
Soild waste collection will be through the use of waste collection recepticles as permitted and approved by the City of Fort Pierce

19.) **Site Lighting:**
Site lighting in the parking and trailer access areas will be provided through the placement of several independent poles in the parking lot areas. No light will be directed offsite. See Site Lighting plan, by others.

20.) **Site Drainage (preliminary):**
The subject site will be drained through a swale collection system, flowing into a proposed lake and outfall to NSLRWCD Canal # 102 via a control structure.

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NOTES:
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COMPUTER FILE REF.	FIELD BK./PG.

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DRAWN	EAC	2/17/24
DETAILED	.	.
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APPROVED	.	.

CENTRAL ASPHALT PLANT

MASTER SITE PLAN

DATE: .
HORIZ. SCALE: SCALE
VERT. SCALE: 1"=60'
JOB No. 23-176
SHEET 2 of 6

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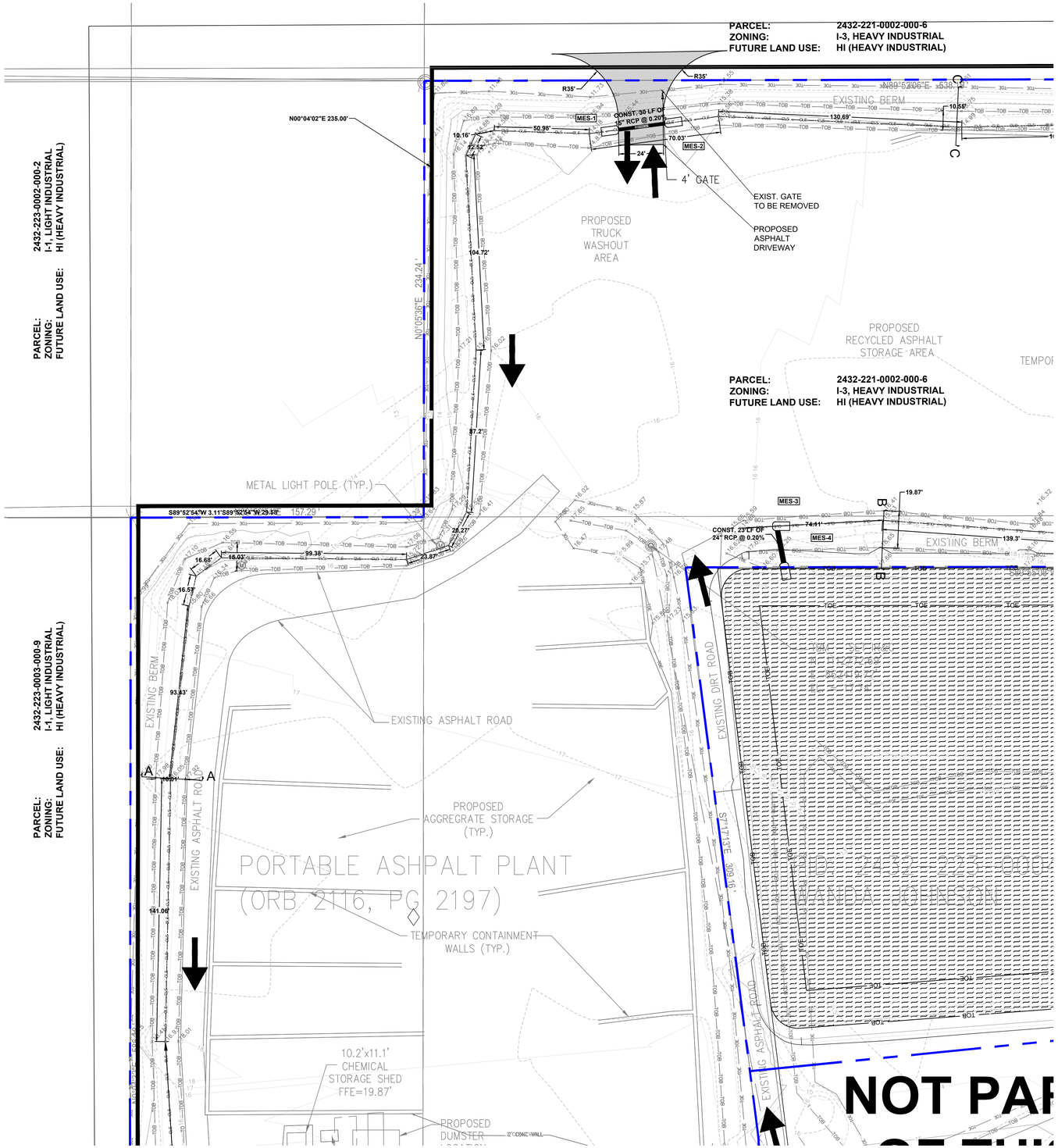
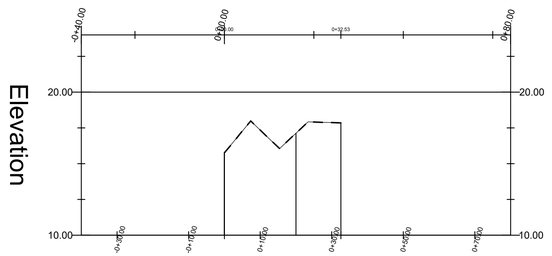


A-A

H. SCALE: 1"=20'
V. SCALE" 1"=5'

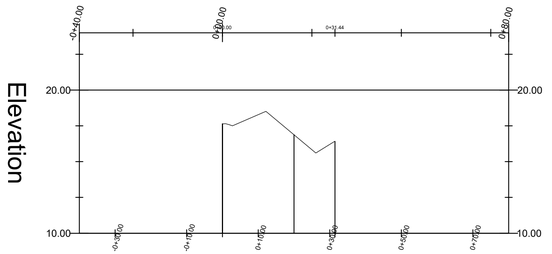
Station



B-B

H. SCALE: 1"=20'
V. SCALE" 1"=5'

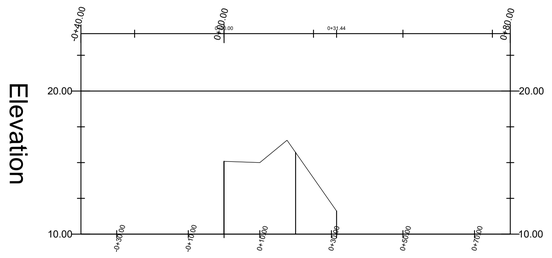
Station

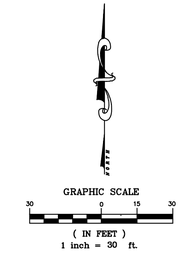


C-C

H. SCALE: 1"=20'
V. SCALE" 1"=5'

Station





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DRAWN	EAC	2/17/24
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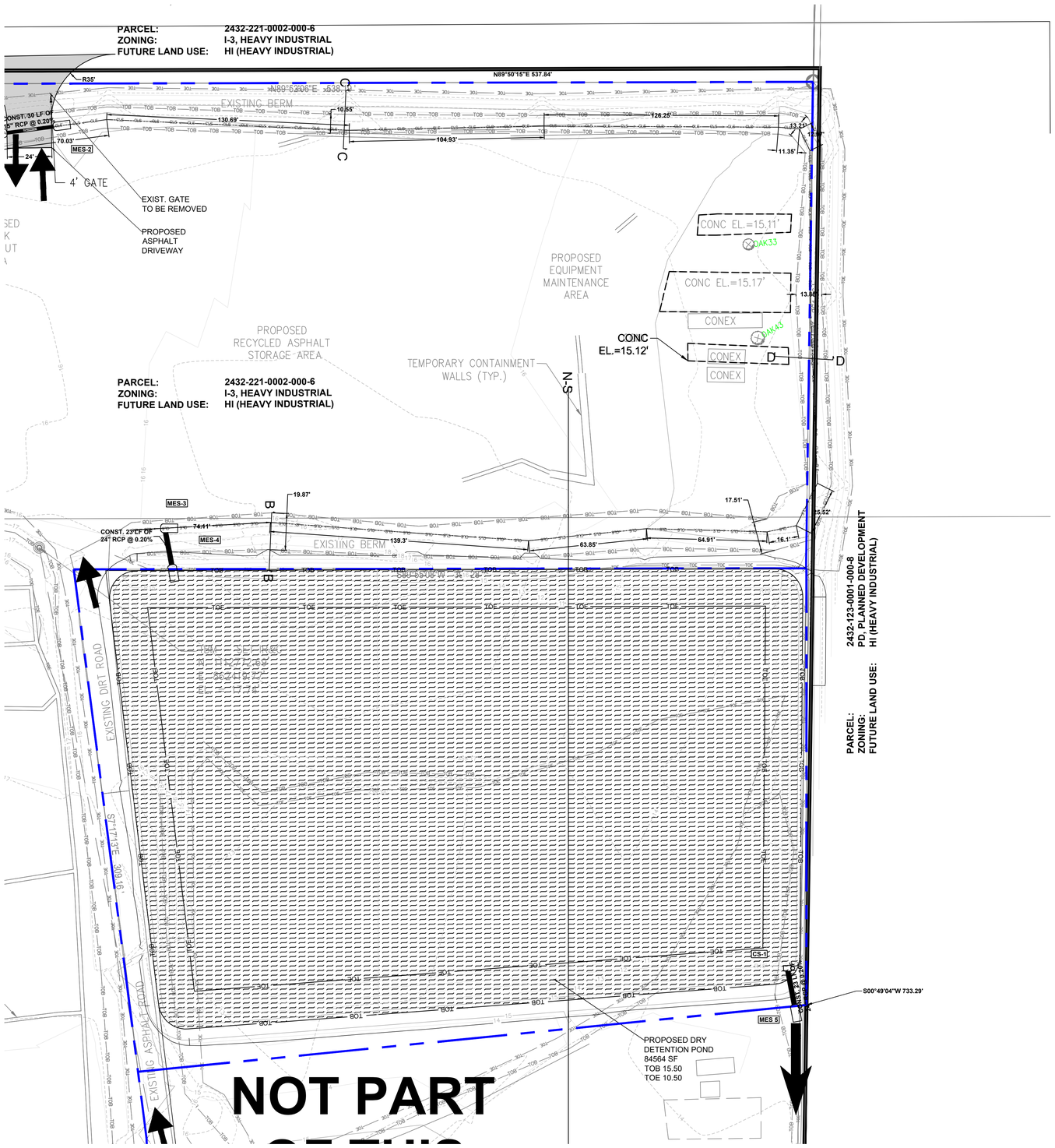
APPROVED	.	.

CENTRAL ASPHALT PLANT

SITE PLAN

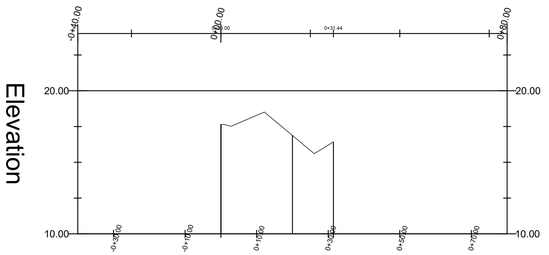
DATE: .
HORIZ. SCALE: N/A
VERT. SCALE: 1"=30'
JOB No. 23-176
SHEET 3 of 6



B-B

H. SCALE: 1"=20'
V. SCALE" 1"=5'

Station

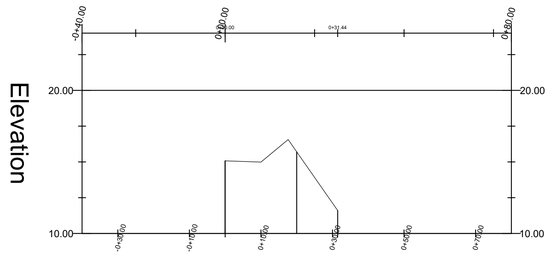


GRAPHIC SCALE
30 0 15 30
(IN FEET)
1 inch = 30 ft.

C-C

H. SCALE: 1"=20'
V. SCALE" 1"=5'

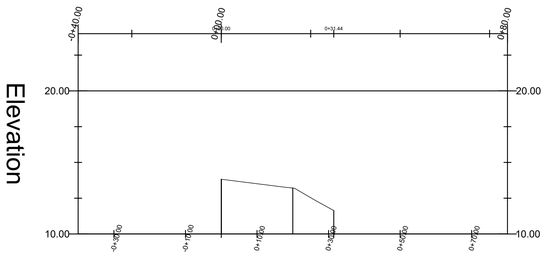
Station



D-D

H. SCALE: 1"=20'
V. SCALE" 1"=5'

Station



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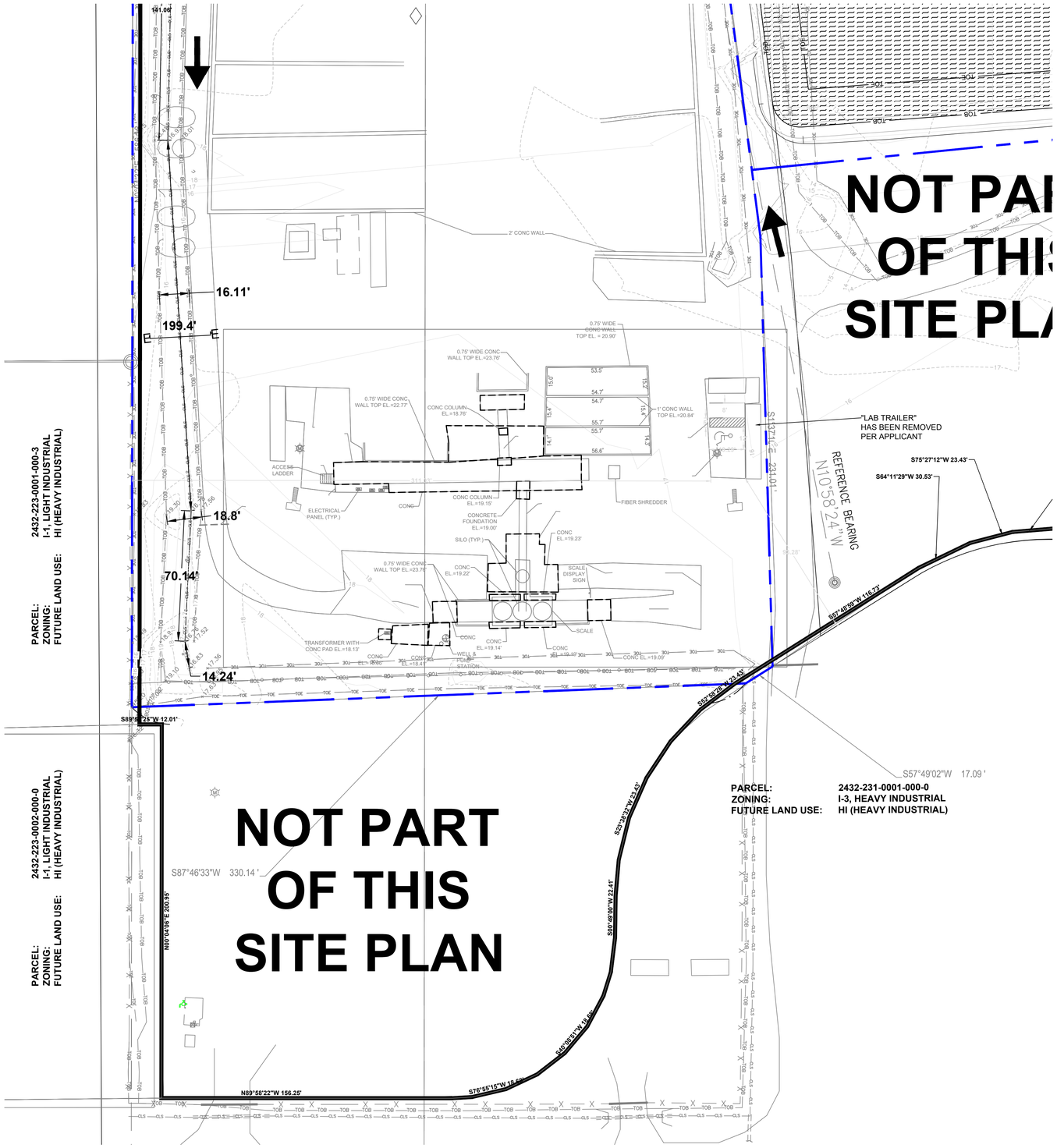
APPROVED	.	.

CENTRAL ASPHALT PLANT

SITE PLAN

DATE: .
HORIZ. SCALE: N/A
VERT. SCALE: 1"=30'
JOB No. 23-176
SHEET 4 of 6

P:\Proj-2023\23-176 4000 Series Rd\Dwg\23-176 Base.dwg Date: 4/25/2024 4:04 PM By: EDGAR CHAPMAN



E-E

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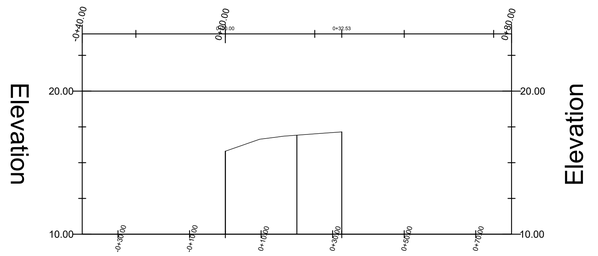
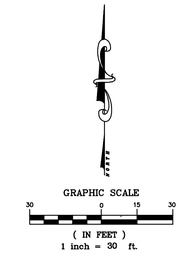
V. SCALE" 1"=5'

Station





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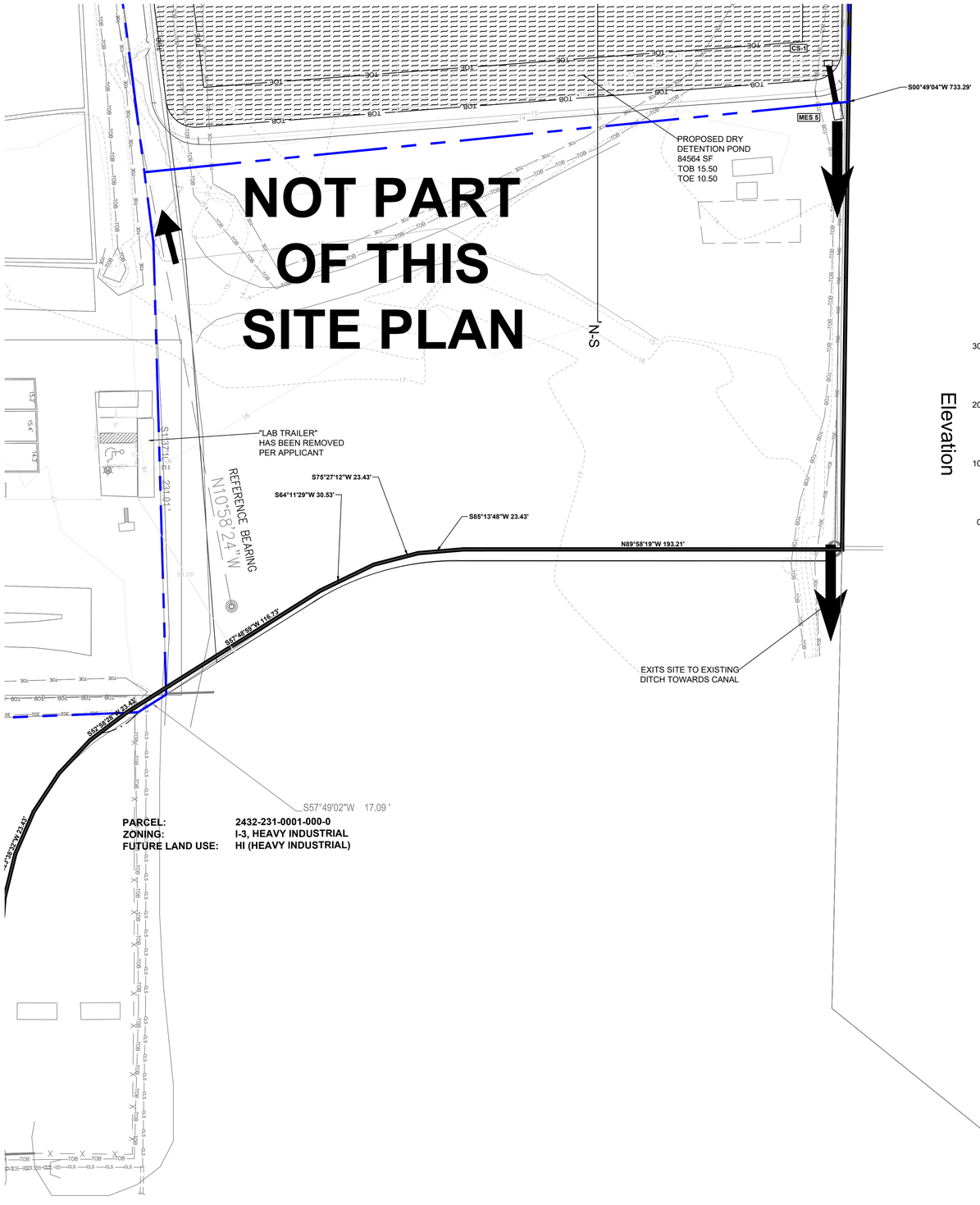
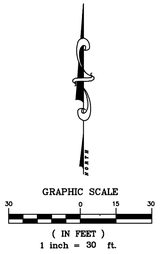
CENTRAL ASPHALT PLANT

SITE PLAN

DATE: .
HORIZ. SCALE: N/A
VERT. SCALE: 1"–30'
JOB No. 23–176
SHEET 5 of 6





LAKE N-S

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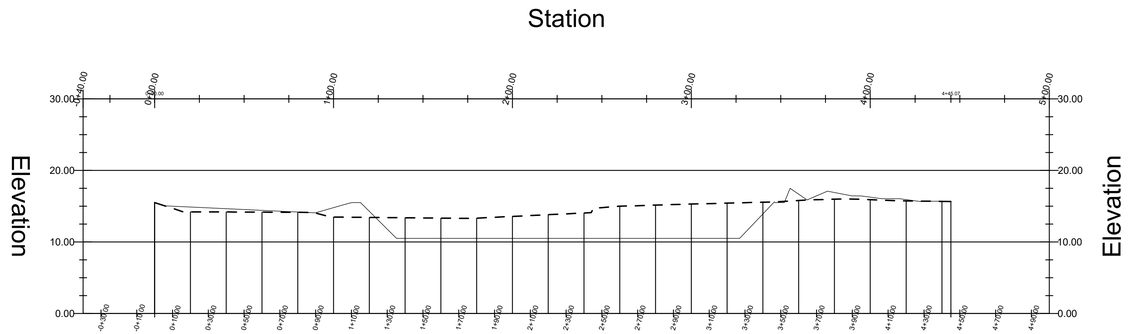

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CENTRAL ASPHALT PLANT

SITE PLAN

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VERT. SCALE: 1"=30'
JOB No. 23-176
SHEET 6 of 6

P:\Proj-2023\23-176 4000 Sevilla Rd\Eng\23-176 Base.dwg Date: 4/26/2024 4:04 PM By: EDGAR COAPMAN

SITE PLAN FOR

CENTRAL ASPHALT PLANT

4060 SELVITZ RD

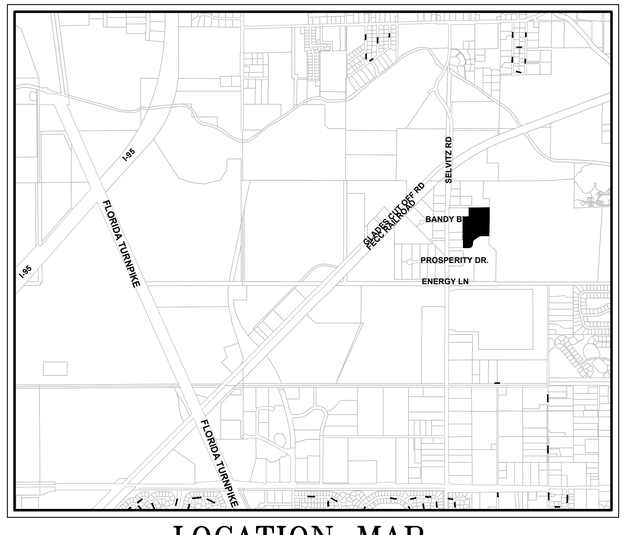
IN

SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

ST. LUCIE COUNTY, FLORIDA

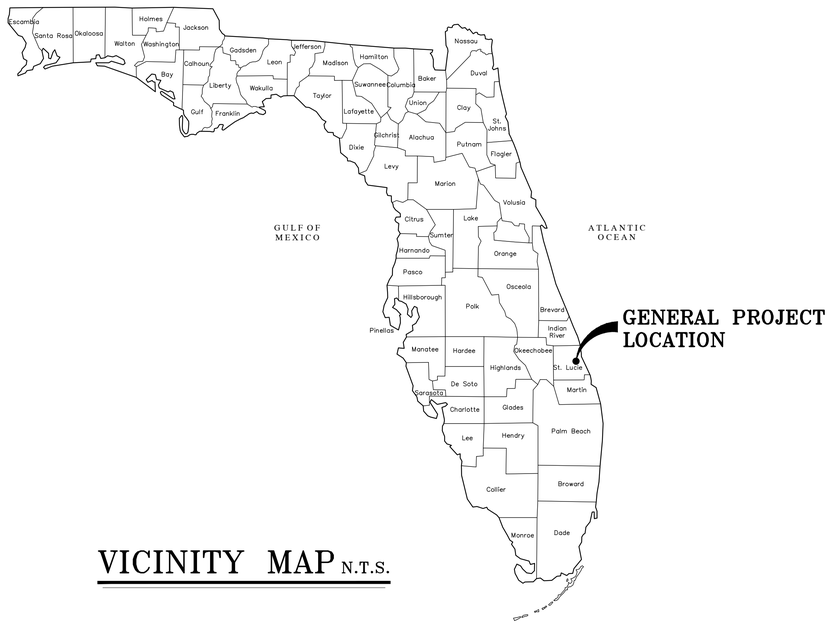
PREPARED FOR

CENTRAL CIVIL CONSTRUCTION



LOCATION MAP N.T.S.

SECTION 32 TOWNSHIP, 35 SOUTH, RANGE 40 EAST



VICINITY MAP N.T.S.

GENERAL NOTES

1. "ALL CONSTRUCTION SHALL BE IN COMPLAINCE WITH CITY OF FORT PIERCE CODE OF ORDINANCES SECTIONS 119 AND 125.
2. HOURS OF OPERATION ARE AS FOLLOWS; AT TIMES MONDAY–SATURDAY 12 HOURS 6 AM TO 6 PM.
3. PLANT PRODUCTION TO PRODUCE NO MORE THAN 88 DECIBELS PER APPLICANT
4. TRAFFIC DATA AS PER THE APPLICANT;
   PEAK TRAFFIC HOURS 9 AM–1 PM.
   ESTIMATED TRUCK TRAFFIC DURING BUSINESS HOURS 10 TRUCKS AN HOUR

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	COVER
2	MASTER SITE PLAN
3–6	SITE PLAN

LEGAL DESCRIPTION:

OVERALL PROJECT PARCEL: 32 35 40 FROM W 1/4 COR RUN N 00 04 06 E ALG W LI OF NW 1/4 53.50 FT,TH S 89 58 19 E 50 FT TO E R/W LI OF SELVITZ RD AND NLY R/W LI OF NSLWCD CANAL NO. 101,TH CONT SE ALG NLY R/W LI 705 FT TO POB,TH N 00 04 06 E 600 FT,TH N 89 58 19 W 280 FT,TH N 00 04 06 E 200 FT,TH N 89 58 19 W 350 FT TO CURVE CONC SE,R OF 25 FT,TH SWLY ALG ARC 39.26 FT TO E R/W LI OF SELVITZ RD,TH N 00 04 06 E ALG E R/W LI 125 FT TO CURVE CONC NE,R OF 25 FT,TH SE ALG ARC 39.29 FT,TH S 89 58 19 E 349.98 FT,TH S 89 58 25 E 156.76 FT TO CURVE CONC NW,R OF 87.50 FT,TH NELY ALG ARC 136.24 FT,TH N 00 48 56 W 22.40 FT TO CURVE CONC SE,R OF 137.50 FT,TH NELY ALG ARC 136.79 FT,TH N 57 49 02 E 116.83 FT TO CURVE CONC S,R OF 137.50 FT,TH NELY ALG ARC 77.28 FT,TH S 89 58 48 E 193.44 FT,TH S 00 49 02 W 228.64 FT,TH S 51 03 36 E 241.52 FT,TH S 00 49 02 W 801.37 FT TO N R/W LI OF CANAL NO. 101,TH N 89 58 19 W ALG N R/W LI 568.67 FT TO POB– (16.71 AC) (OR 2116–2197)

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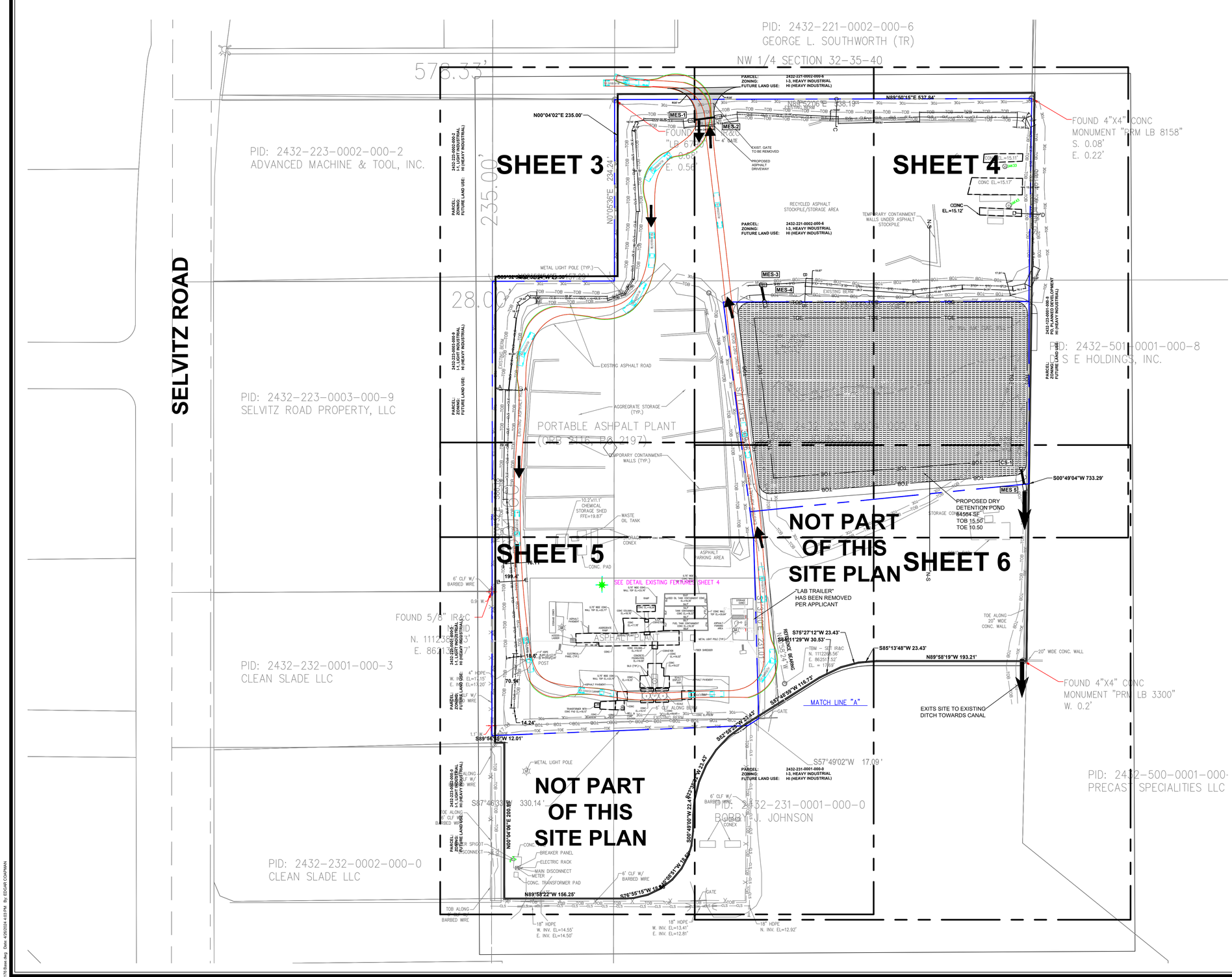

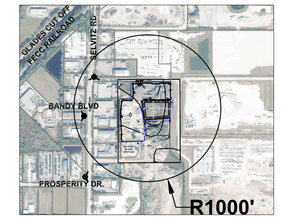

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Kamm Consulting
1408 Orange Ave
Fort Pierce, FL 34950
Phone: 772-595-1744

Engineer:
Culpepper & Terpening, Inc.
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: 772-464-3537
Fax: 772-464-9497
www.ct-eng.com

Surveyor:
Betsy Lindsay
7997 SW Jack James Dr
Stuart, FL 34997
Phone: 772-286-5753
Fax: 772-286-5933

Landscape Architect:
Cotleur & Hearing
1934 Commerce Lane
Jupiter, FL 33458
Phone:561-747-6336
Fax: 561-747-1377
www.cotleurhearing.com

1.) **Project Name:**
Central Aphalt Plant

2.) **Location:**
The project site is located east of Selvitz Rd at 4060 Selvitz Rd between Bandy Blvd and Prosperity Dr.

3.) **Project Description:**
325,937 SF leased Industrial site with existing parking plant with a 84,564 SF Dry detention pond within 556,073 SF Property

4.) **Sec/Town/Range:** Section 32, Township 35 South, Range 40 East

5.) **Tax Map ID:** 34/20N

6.) **Parcel ID Numbers:** 2432-223-0004-000-6

7.) **Gross Site Area:** 9.42 acres 410,501 sq feet

8.) **Zoning:** IL-3 Heavy Industrial 9.42 acres

9.) **Land Use:** HI Heavy Industrial 9.42 acres

10.) **Site Density/Intensity:** N/A

11.) **Development Schedule: Phase 1**
Start: Fall 2024
Complete: Winter 2024

12.) **Flood Zone:**
The project site is located in Flood Zone X (Area With Reduced Flood Risk), according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Number 12111C0188K eff. 2/19/2020

13.) **Site Coverage[1]:**

Existing Site Facilities (2024)

	acreage	sq feet	% of site	FAR[2]
Buildings (all types)	0.00	-	0.0	0.000
Roadways/Parking	0.45	19,806	4.8	N/A
Other Impervious	0.18	7,795	1.9	N/A
Total Impervious	0.63	27,601	6.7	
Open Space/ Landscape/ Future Dev.	8.79	382,900	93.3	N/A
Lakes & Retention (dry)	0.00	-	0.0	N/A
Total Site Area	9.42	410,501	100	

Proposed Site Addition (areas of addition only)

	acreage	sq feet	% of site	FAR[2]
Buildings (all types)	0.00	-		0.000
Roadways/Parking	0.04	1,717		N/A
Other Impervious	0.00			N/A
Total Impervious	0.04	1,717	0.0	
Open Space/ Landscape	0.00	-		N/A
Lakes/ Retention (dry)	1.94	84,564		N/A
Preserve Area	0.00	-	0.0	N/A
Total Site Area	1.98	86,281	0.0	

Total Site[3]

	acreage	sq feet	% of site	FAR[2]
Buildings (all types)	0.01	332	0.1	0.001
Roadways/Parking	0.45	19,806	4.8	N/A
Other Impervious	0.18	7,795	1.9	N/A
Total Impervious	0.64	27,933	6.8	
Open Space/ Landscape	6.85	298,336	72.7	N/A
Lakes/ Retention (dry)	1.94	84,564	20.6	N/A
Preserve Area	0.00	-	0.0	N/A
Total Site Area	9.43	410,833	100	

Notes:
1.) All areas are approximate and subject to change as part of final construction plans.
2.) Existing Site Facilities (2023) represent existing site conditions & Proposed Site Addition represents site area
3.) FAR coverage based on total bldg sq ft/ gross lot area.

14.) **Parking: Expansion Area**

Building Area	SP/1000	Total Required	Provided	Handicap parking
0	N/A	N/A	2	1

15.) **Building Hgt.:**
Maximum Building Hgt. 50' Proposed Equipment Hgt. (max) 35'-6"
Containment Tank Max. Hgt. 35'

16.) **Building Setbacks/Spacing (Min. Industrial):**

	Required	Provided
Front (as measured from Selvitz Road)	25.0 ft	N/A
Side	10.0 ft	N/A
Rear (as measured from east property line)	25.0 ft	N/A

17.) **Utility Service:**

Water Service (Utility)	FPUA	Electric Service	FPUA
Sewage Service (Utility)	FPUA	Telcom Service (backbone)	ATT
Re-Use Water (Utility)	N/A	Cable Service (primary)	Comcast

All utility services will be placed underground.

18.) **Refuse Collection:**
Soild waste collection will be through the use of waste collection recepticles as permitted and approved by the City of Fort Pierce

19.) **Site Lighting:**
Site lighting in the parking and trailer access areas will be provided through the placement of several independent poles in the parking lot areas. No light will be directed offsite. See Site Lighting plan, by others.

20.) **Site Drainage (preliminary):**
The subject site will be drained through a swale collection system, flowing into a proposed lake and outfall to NSLRWCD Canal # 102 via a control structure.

THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354

NOTES:
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COMPUTER FILE REF.	FIELD BK./PG.

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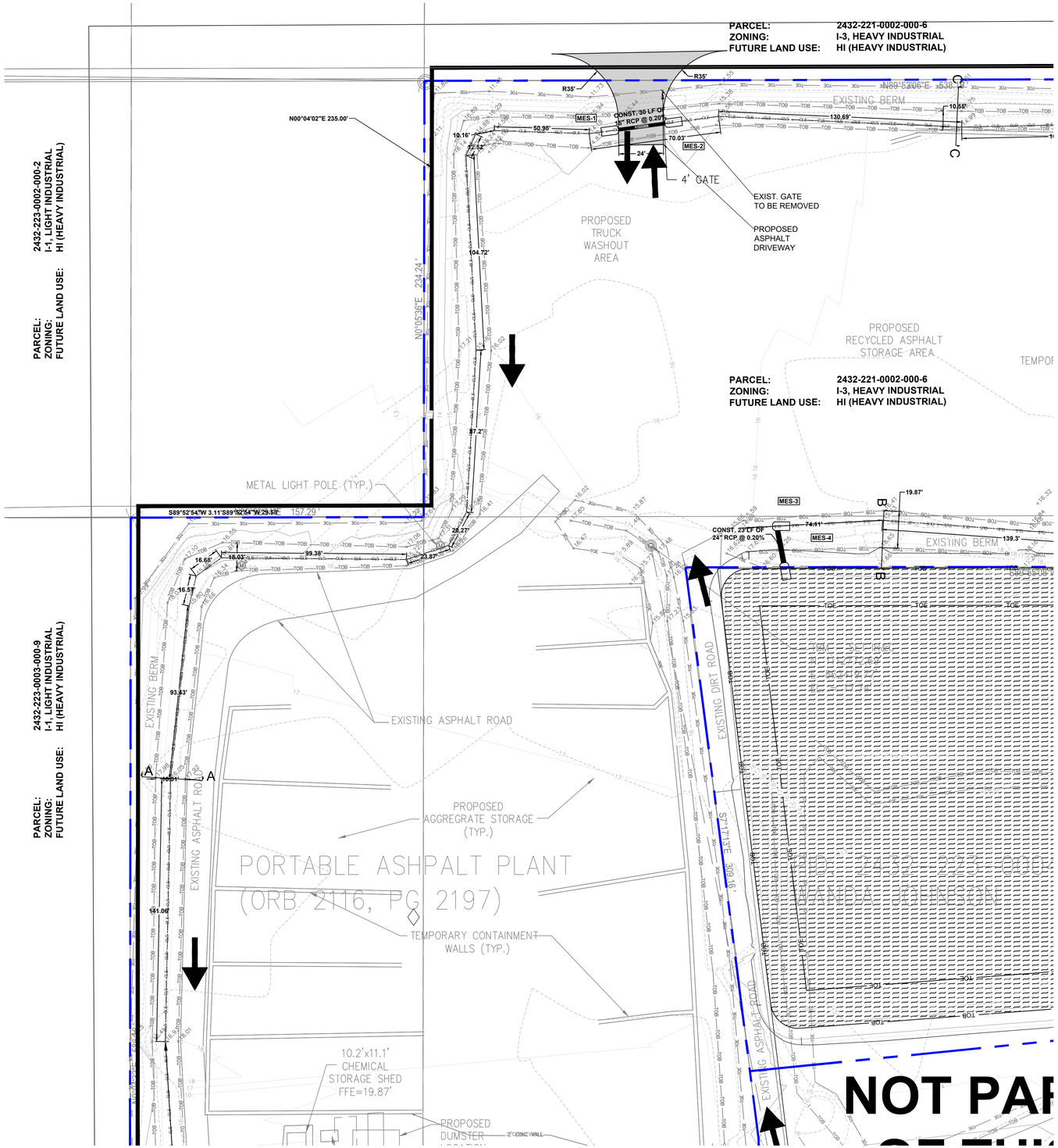
CENTRAL ASPHALT PLANT

MASTER SITE PLAN

DATE: .
HORIZ. SCALE: SCALE
VERT. SCALE: 1"=60'
JOB No. 23-176
SHEET 2 of 6

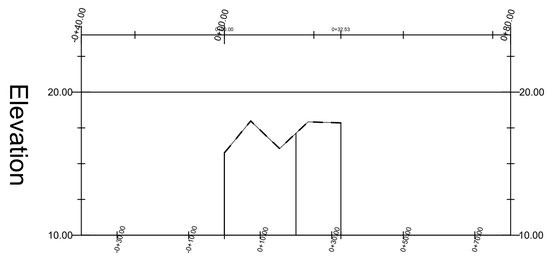
P:\Proj-2023\23-176 4060 Slevitz Rd\Eng\23-176 Base.dwg Date: 4/30/2024 4:03 PM By: EDGAR COMPAAN



A-A

H. SCALE: 1"=20'
V. SCALE" 1"=5'

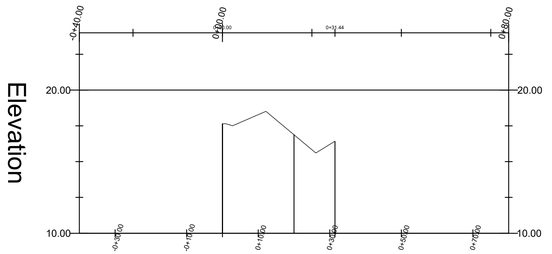
Station



B-B

H. SCALE: 1"=20'
V. SCALE" 1"=5'

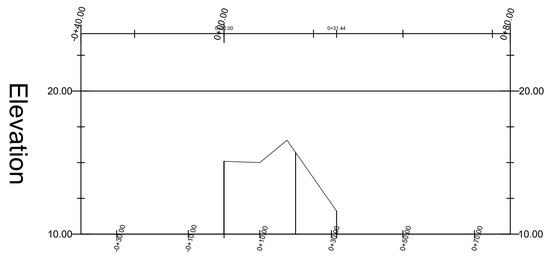
Station

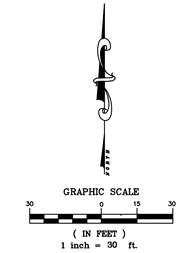


C-C

H. SCALE: 1"=20'
V. SCALE" 1"=5'

Station





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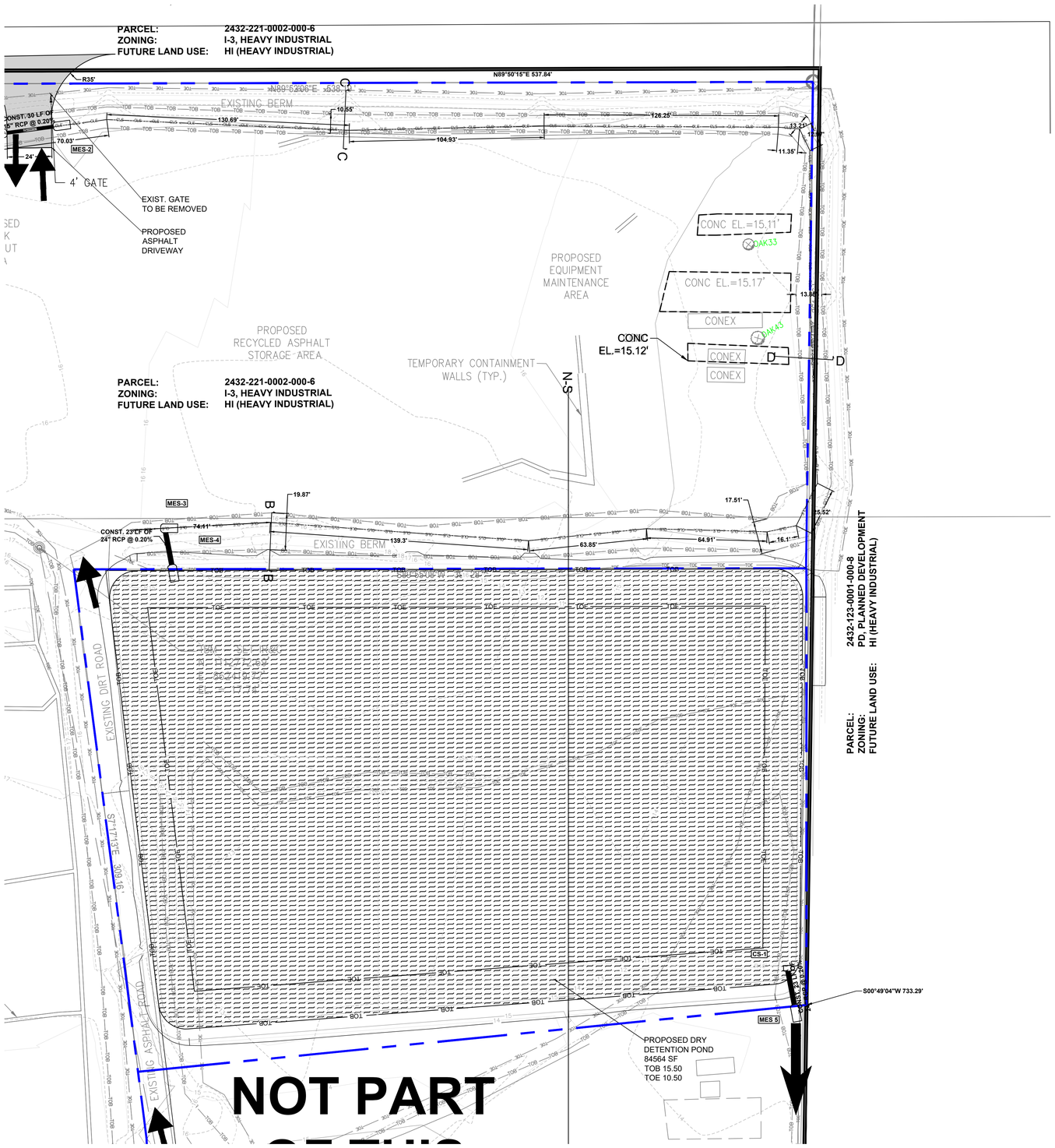
CENTRAL ASPHALT PLANT

SITE PLAN

DATE: .
HORIZ. SCALE: N/A
VERT. SCALE: 1"=30'
JOB No. 23-176
SHEET 3 of 6



B-B

H. SCALE: 1"=20'
V. SCALE" 1"=5'

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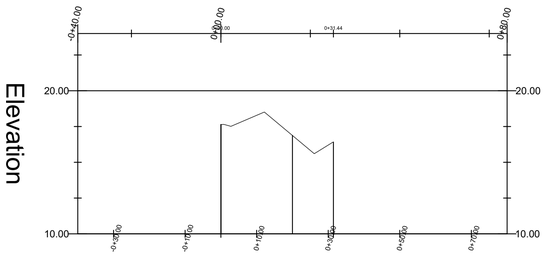

GRAPHIC SCALE
30 0 15 30
(IN FEET)
1 inch = 30 ft.

C-C

H. SCALE: 1"=20'
V. SCALE" 1"=5'

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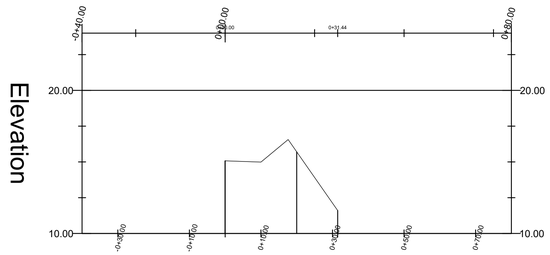

D-D

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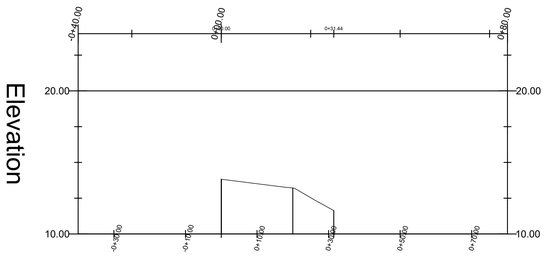
V. SCALE" 1"=5'

Station



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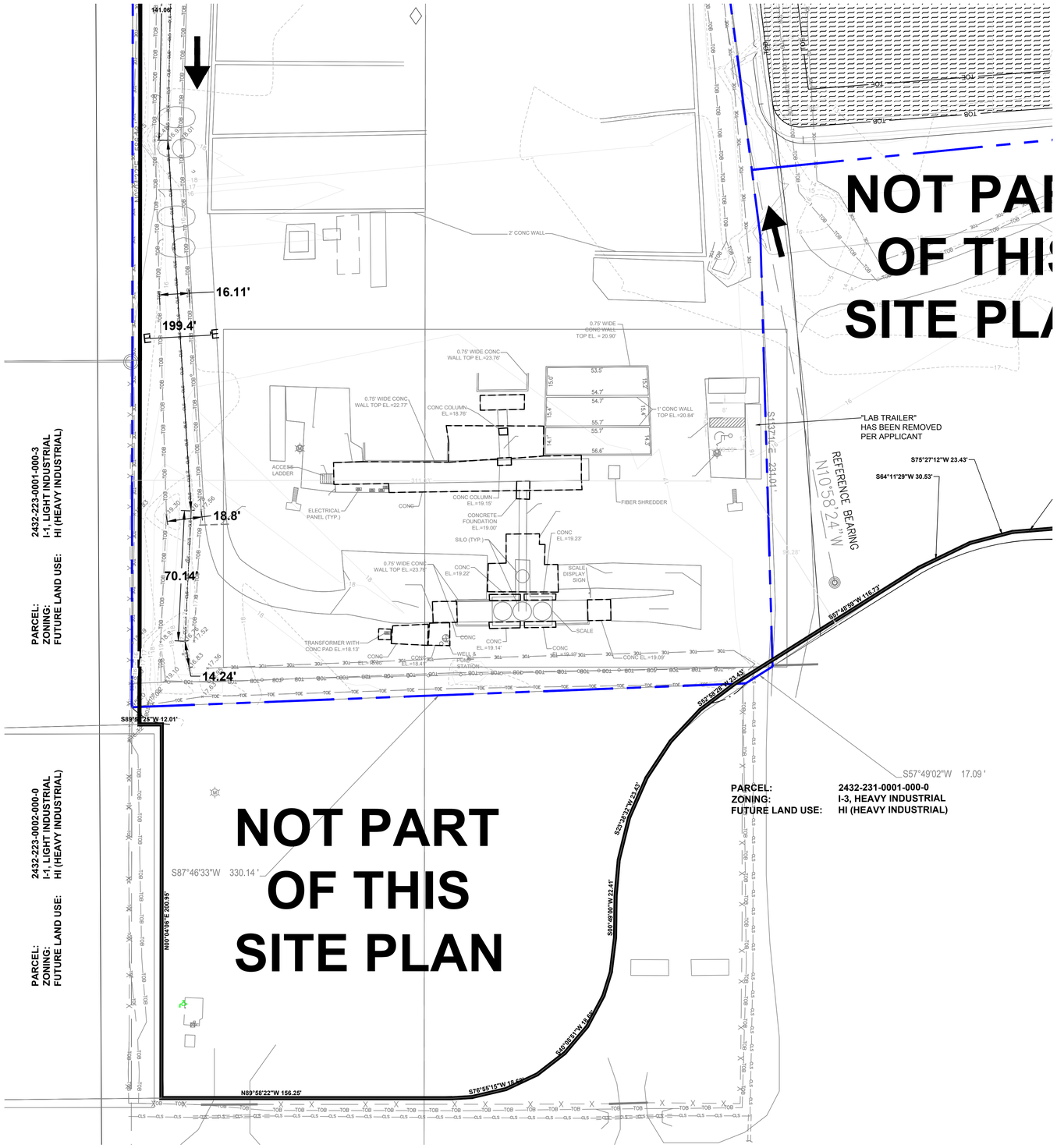
CENTRAL ASPHALT PLANT

SITE PLAN

DATE: .
HORIZ. SCALE: N/A
VERT. SCALE: 1"=30'
JOB No. 23-176
SHEET 4 of 6

P:\Proj-2023\23-176 4000 Series Rd\Dwg\23-176 Base.dwg Date: 4/25/2024 4:04 PM By: EDGAR CHAPMAN



E-E

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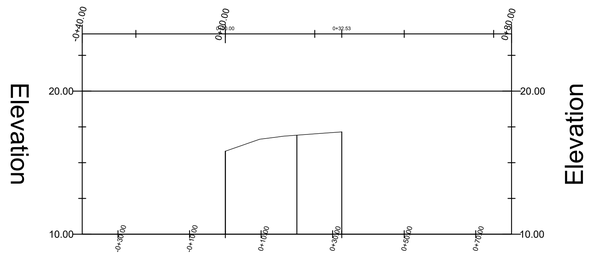
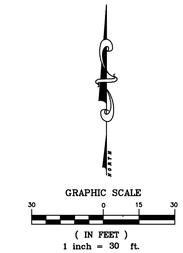
V. SCALE" 1"=5'

Station





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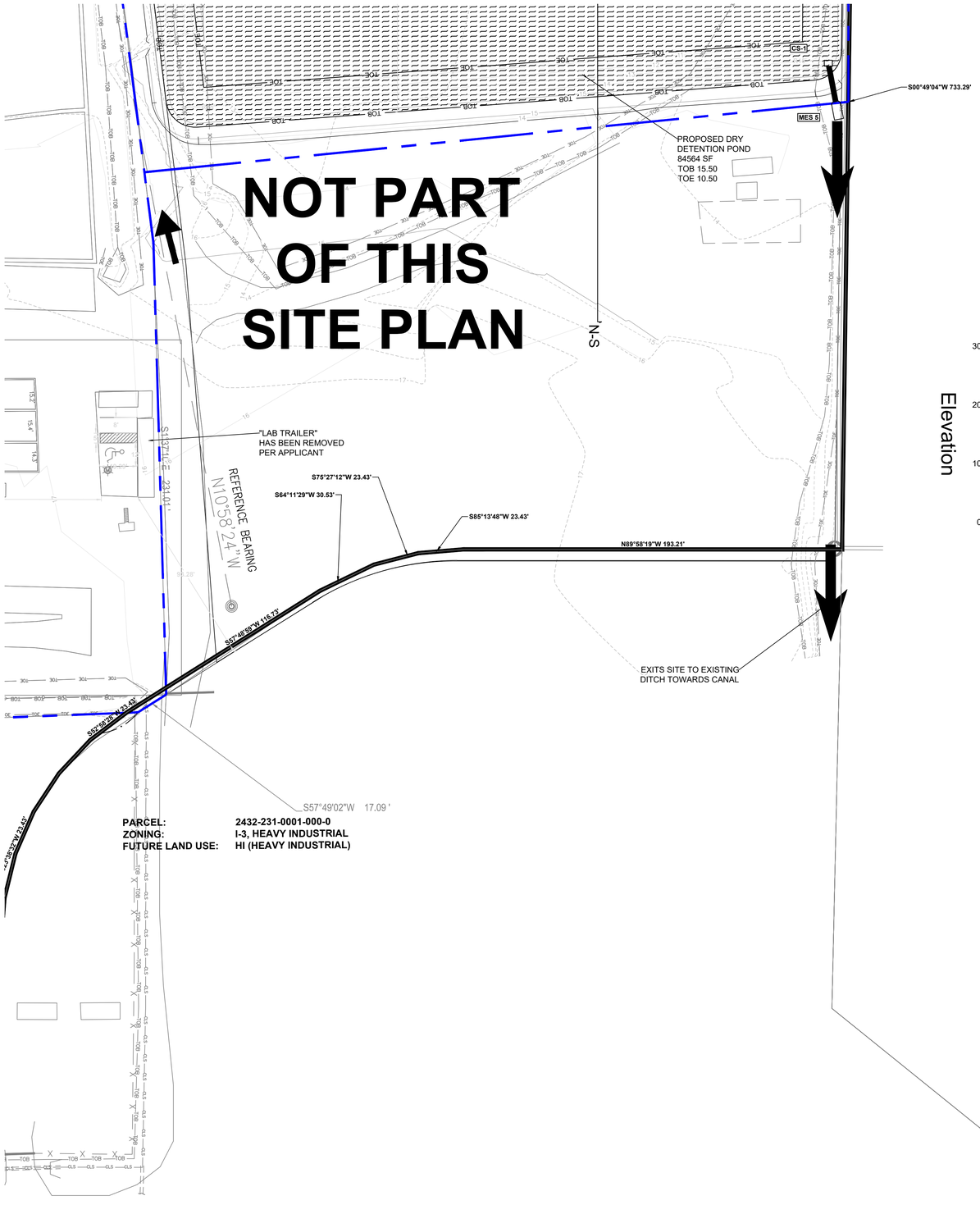
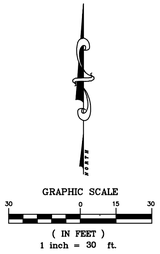
CENTRAL ASPHALT PLANT

SITE PLAN

DATE: .
HORIZ. SCALE: N/A
VERT. SCALE: 1"=30'
JOB No. 23-176
SHEET 5 of 6





LAKE N-S

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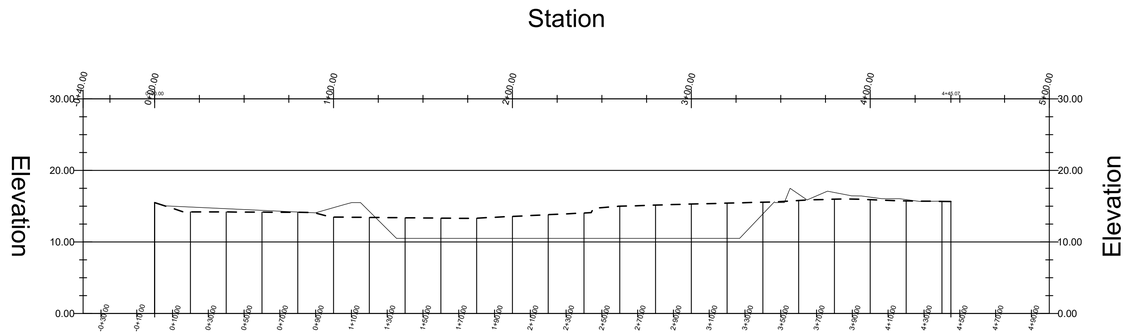
V. SCALE" 1"=5'



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CENTRAL ASPHALT PLANT

SITE PLAN

DATE: .
HORIZ. SCALE: N/A
VERT. SCALE: 1"=30'
JOB No. 23-176
SHEET 6 of 6

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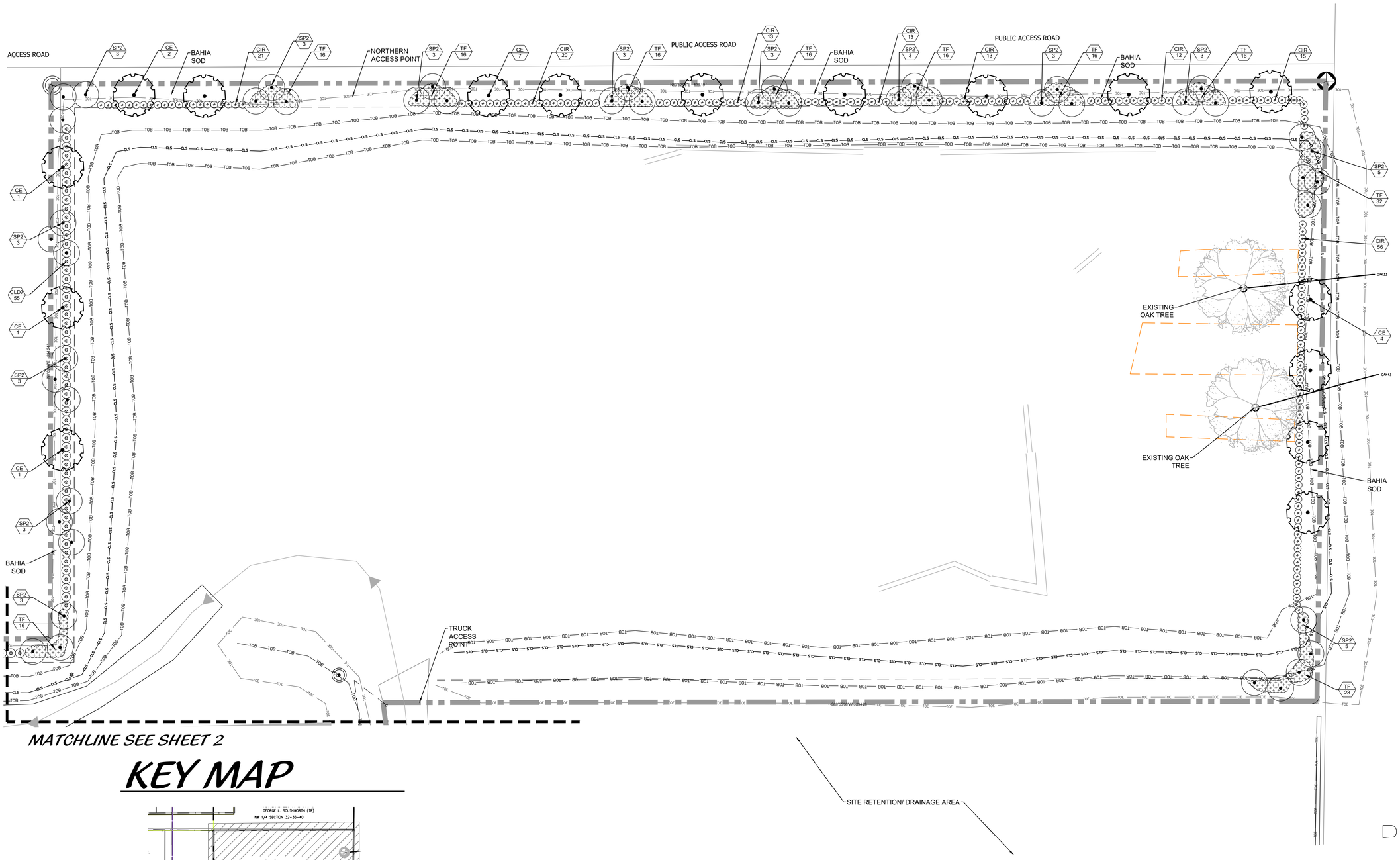
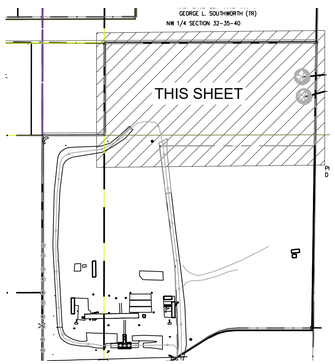


KEY MAP



48 HOURS BEFORE DIGGING
CALL TOLL FREE
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Landscape Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

4060 SELVITZ ROAD
City of Fort Pierce
St Lucie County, Florida

DESIGNED	AGB
DRAWN	AGB
APPROVED	RC
JOB NUMBER	20-0521
DATE	06/19/20
REVISIONS	02-27-24

February 27, 2024 3:59:57 p.m.
Drawing: 20-0521-LP.DWG

SHEET 1 OF 4

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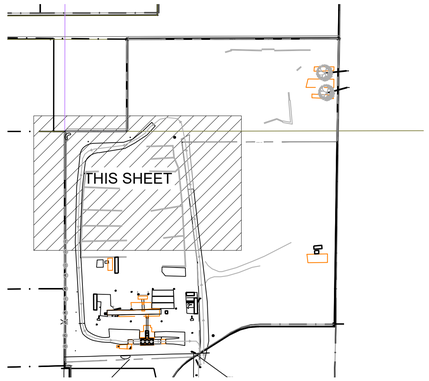
KEY MAP



MATCHLINE SEE SHEET 1

EXISTING ASPHALT ROAD

EXISTING ASPHALT ROAD

CONCRETE (TYP)

CONCRETE (TYP)

EXISTING BOTTLE BRUSH (TYP)

CONCRETE (TYP)

EXISTING ROAD

BAHIA SOD

SITE RETENTION/ DRAINAGE AREA

MATCHLINE SEE SHEET 3

48 HOURS BEFORE DIGGING
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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Landscape Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"

North

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4060 SELVITZ ROAD
City of Fort Pierce
St Lucie County, Florida

DESIGNED AGB
DRAWN AGB
APPROVED RC
JOB NUMBER 20-0521
DATE 06/19/20
REVISIONS 02-27-24

February 27, 2024 3:59:57 p.m.
Drawing: 20-0521-LP.DWG

SHEET 2 OF 4

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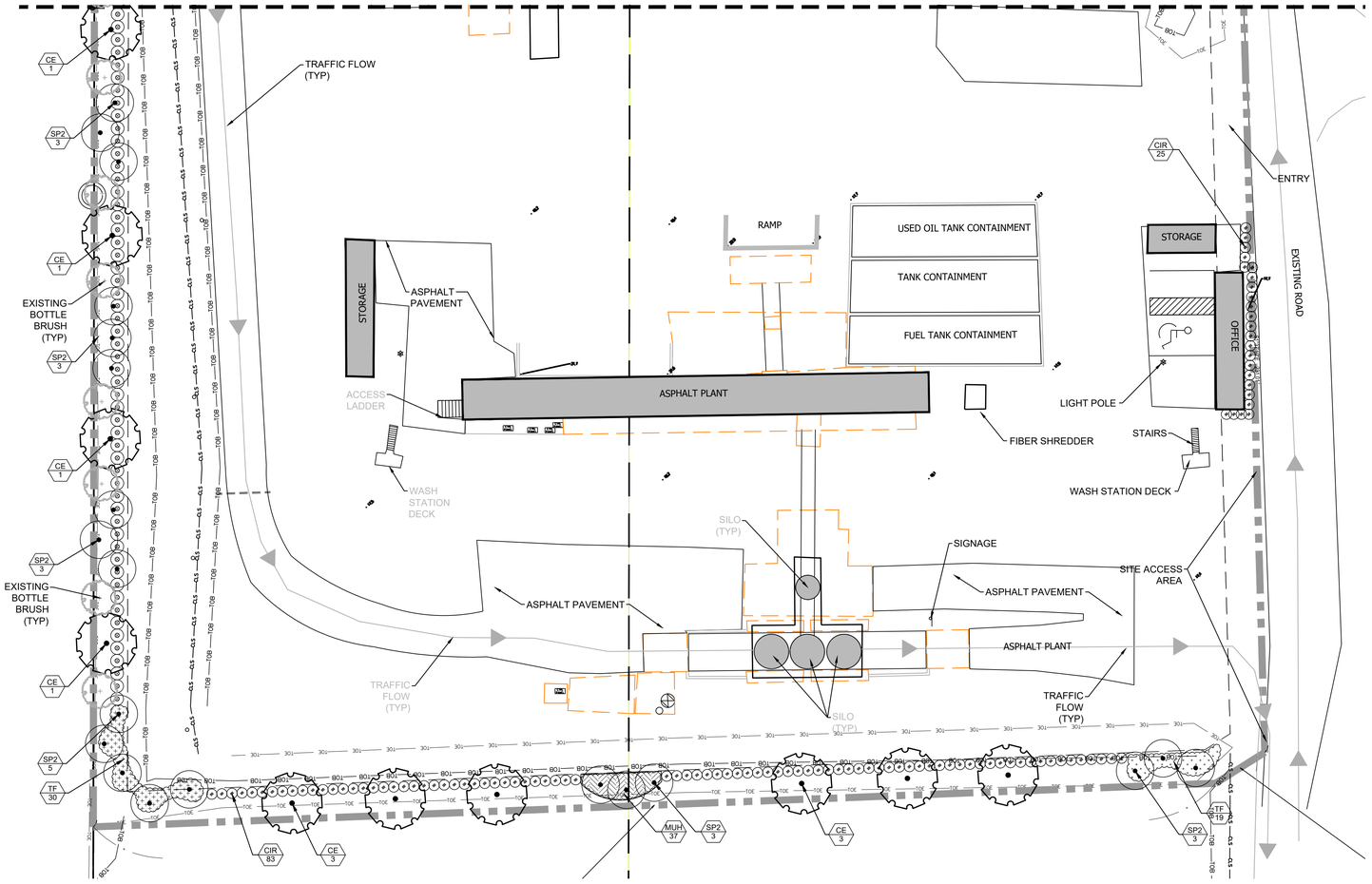
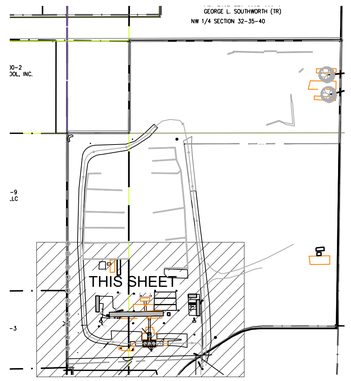
MATCHLINE SEE SHEET 2



Key Map



Landscape Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"

North

48 HOURS BEFORE DIGGING
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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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4060 SELVITZ ROAD
City of Fort Pierce
St Lucie County, Florida

DESIGNED AGB
DRAWN AGB
APPROVED RC
JOB NUMBER 20-0521
DATE 06/19/20
REVISIONS 02-27-24

February 27, 2024 3:59:57 p.m.
Drawing: 20-0521-LP.DWG

SHEET 3 OF 4

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LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY 'FLORIDA GRADES AND STANDARDS' LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF FORT PIERCE LAND DEVELOPMENT REGULATIONS. THE CITY OF FORT PIERCE LANDSCAPE REQUIREMENTS (LDRs) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF THE CITY OF FORT PIERCE, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

ALL SOD SHALL BE BAHIA SOD.

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET, TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

19.5" 'BIO BARRIER' ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6') FEET OF PUBLIC CURBS, SIDEWALKS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURES RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.

PERMANENT, FULLY AUTOMATIC IRRIGATION IS NOT PROPOSED FOR THIS PROJECT. APPROPRIATE WATERING SHALL BE PROVIDED DURING THE PLANT ESTABLISHMENT PERIOD.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

SHOULD IT BE REQUIRED, EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING, SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 90° TO 45° DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITEC TO BE UNSUITABLE FOR PLANTING, IE. ROAD BASE, PAVEMENT, ETC. REPLACMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16-7-12	AGRIFORM TABLETS (21 GRAM)
1 GAL.	1/4 LB.	1
3 GAL.	1/3 LB.	3
7-15 GAL.	1/2 LB.	6
1"-6" CALIPER	2 LBS./1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS./1" CALIPER	2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE. COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILLTO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

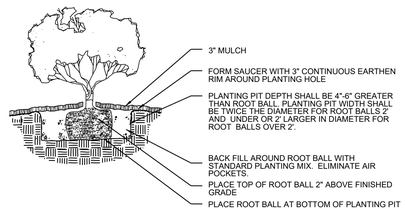
LANDSCAPE WARRANTY

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

PLANT LIST

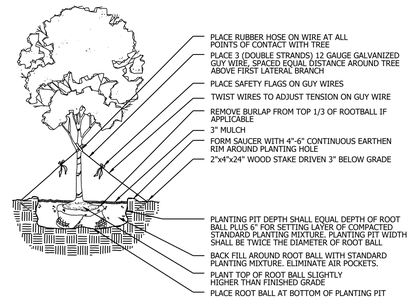
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	LOW MAINT	REMARKS
TREES									
CE	34	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	30 GAL. OR F.G.	2.5" CAL	12` O.A.	Y		FULL CANOPY
SP2	84	SABAL PALMETTO	SABAL PALMETTO	N.A.	N.A.	10`, 14`, 18` CT STGG	Y	Y	SLICK, STRAIGHT TRUNK.
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	LOW MAINT	REMARKS
SHRUBS									
CIR	271	CHRYSOBALANUS ICACO `RED TIP`	RED TIP COCOPLUM	3 GAL	2` X 2`	2` O.C.	Y		FULL
CLD7	232	CLUSIA GUTTIFERA	CLUSIA	7 GAL	3`-4` HT X 3` SPRD	36" O.C.	N		FULL TO BASE, FL #1 OR BETTER
GROUND COVERS									
MUH	37	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL	24" X 24"	24" O.C.	Y		FULL &THICK
TF	249	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS	3 GAL	24" X 24"	2.5` O.C.	Y		FULL & THICK

PLANTING DETAILS



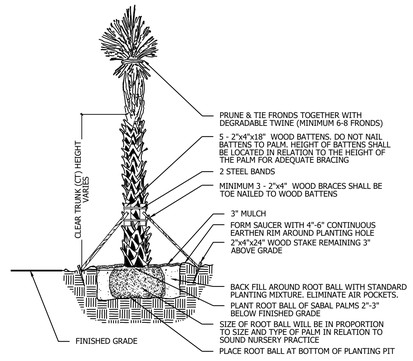
SHRUB/GROUNDCOVER PLANTING DETAIL

NTS



LARGE TREE PLANTING DETAIL

NTS



PALM PLANTING DETAIL

NTS

Landscape Details

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

4060 SOUTH SELVITZ ROAD
City of Fort Pierce
St Lucie County, Florida

DESIGNED AGB
DRAWN AGB
APPROVED AGB
JOB NUMBER 20-0521
DATE 06-19-20
REVISIONS 02-27-24

February 27, 2024 3:59:57 p.m.
Drawing: 20-0521-LP.DWG

SHEET 4 OF 4

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

DETAILED PROJECT DESCRIPTION

4060 SELVITZ ROAD
FT. PIERCE, FLORIDA 34981
Asphalt Plant

Approximately 7 acres of the parcel located at 4060 Selvitz Road, Ft. Pierce, Florida 34981 (the "Property") is leased for the purpose of commercial and industrial uses that comply with all applicable zoning ordinances, building restrictions and regulations (the "Project").

The purpose of the Project is to operate and maintain a portable[1] asphalt plant to produce hot mix asphalt pavement. The current asphalt plant is certified by the Florida Department of Transportation ("FDOT") and has been recognized by the State of Florida for producing high quality asphalt for FDOT state highway projects. The asphalt plant is approved as one of FDOT's Production Facilities. The asphalt plant is capable of producing asphalt for state, county and municipal/local road and airport projects in the region. It is also capable of producing asphalt for private projects. The operator will meet or exceed all City of Ft. Pierce requirements (i.e., dust control, noise requirements, etc.) and any other criteria, ordinances and regulations, when operating the asphalt plant.

The asphalt plant is currently not in use. The hours of operation will vary depending upon the needs of local customers and project limitations for lane closures, if applicable. This may include plant operation weekdays, weeknights and weekends.

The Project brings value to the Ft. Pierce area. The plant will hire employees who reside in the area, utilize local trucking for both completed products and raw material deliveries. The plant also brings additional competition in the asphalt production market that currently has only two other asphalt plants in the area that are certified by FDOT.



4060 Selvitz Road, Asphalt Plant

[1] The term "portable" does not mean temporary. While the plant is "portable" in that it is capable of being taken apart, shipped and set up in another location, the Project anticipates the portable asphalt plant to be permanent on the Property.

TRAFFIC IMPACT STATEMENT

4060 SELVITZ ROAD
FT. PIERCE, FLORIDA 34981
Asphalt Plant

The asphalt plant is accessible via the access roadway off of Selvitz Road. Trucks ingress and egress to the asphalt plant through this dead-end roadway. The plant will require truck deliveries of raw materials and will utilize trucks to deliver the completed asphalt product. As shown in the map below, trucks entering the asphalt plant will exit Selvitz Road and follow the paved access road East, then turn left (north) into the plant parcel, once on the property, the trucks will continue north to enter the plant to deliver raw materials (aggregates, asphalt cement) or to deliver reclaimed asphalt to the stockpile or to completed the circle back to the plant to be loaded and scaled with new asphalt products. All access roads are suitable for 2-way traffic. As asphalt is being loaded into trucks for delivery, in most cases, the trucks are lined up within the property along the west side of the property as the access road circles back from the entrance. This access road has ample capacity for trucks waiting to be loaded with no trucks waiting outside of the plant property. All trucks entering the plant are properly registered and insured.

Based upon the design, alignment of the plant access roads and the plant facility placement on the property, there is no anticipated impact to traffic on the surrounding public roadways as a result of the asphalt plant operations. It should be noted that in a continuous asphalt production operation, when the maximum number of trucks are being utilized, the truck spacing is staggard. Not all trucks can leave the plant at one time, only one truck can be loaded at one time, so the loading and scaling operation creates the spacing between trucks and this process eliminates traffic congestion on the entrance or exiting public roadways.



CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS

C&T Project No.: 23-176
Sender's Email: ecoapman@ct-eng.com

June 21, 2024
VIA: EMAIL

Ms. Kerry Driver
City of Fort Pierce Planning Department
100 North US1 Fort Pierce
Fort Pierce, FL 34950

RE: 4060 Selvitz Road Site Plans
City of Fort Pierce Project No.: 24-07000003
TRC Meeting Response Resubmittal

Dear Ms. Kerry Driver

On behalf of our client, LP Asphalt please accept this in response to your comment letter dated 6/14/24 regarding the site plan submittal for the 4060 Selvitz Rd Asphalt Plant Project, located east of Selvitz Just north of Bandy Blvd.

We have provided the following materials:

1. Revised Site Plan; and
2. SLC Fire District Approval

Our itemized responses are as follows:

City of Fort Pierce Planning Department

1. A detail traffic analysis to include truck routes, peak traffic hours, estimated truck and vehicle traffic during business hours. This should be conducted by a Traffic Engineer with volume number of trucks. The submitted Traffic Summary, which is the summary that was provided during the initial submittal is not sufficient.
   Response: A traffic study was completed at the Ranger Asphalt Plant (a comparable site) on Glades Cutoff Rd on 6/20/24 and the results are depicted on Sheet 1 note number 4, with updated analysis we now have the volume and peak information.

2. Provide confirmation of noise level/decibels
   Response: A noise study was conducted at the Ranger Asphalt Plant (a comparable site) on Glades Cutoff Rd on 6/20/24 and the results on sheet 1 note number 3.

3. Per your response to comment #5, I should be able to locate the access on sheet 8. The site plan only goes up to page 6. Please advise
   Response: See sheet 8 in the complete Revised Site Plan for the vehicle tracking plan and access.

4. Page 2 of the site plan has the wrong Zoning identity
   Response: Zoning has been updated as I-3.

Fort Pierce Engineering Department

1. The truck route shall be comprised of asphalt or concrete in accordance with the City of Fort Pierce Code of Ordinances Section 119 and standard details.
   Response: See sheets 2-8, we have added a paving plan for the site access. Note 1 on the cover sheet states that the project will be compliant with Fort Pierce Code of Ordinances Section 119 and the standard details for pavement and parking are sheet 8.

2. Advisory Comments:
   a. The drainage was not reviewed. A full review will be completed at the time of the DPCR application.
   b. The project shall have all Local, State, and Federal permits as required in place prior to conducting any land clearing operations. (note this does not preclude issuance of local permits)
   Response: Acknowledged.

St. Lucie County Fire District

1. The response letter that was included in the resubmittal indicates that the applicant will be addressing issues directly with the Fire District. As they address Fire District requirements (application, payment, etc.), I will update the comment letter and keep you informed.
   Response: See attached SLC Fire District Approval.

Should you have any questions, please do not hesitate to contact me at (772)464-3537 ext. 104 or via the email address referenced above.

Sincerely,

CULPEPPER & TERPENING, INC.

Edgar Coapman, EI
Project Engineer

Enclosures: As listed above

Cc:

SITE PLAN FOR

CENTRAL ASPHALT PLANT

4060 SELVITZ RD

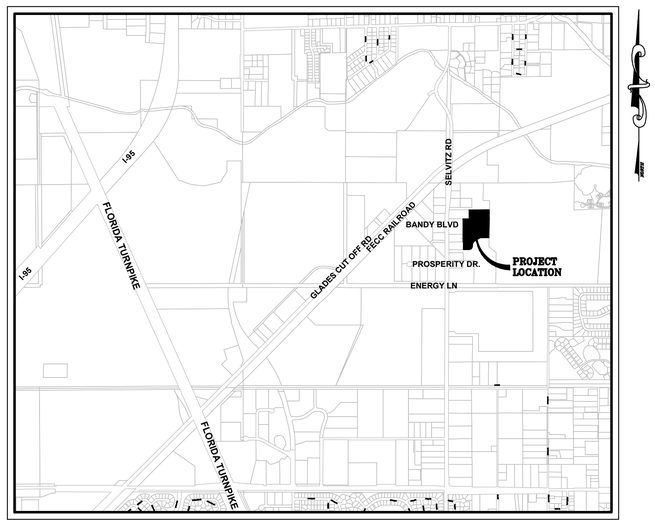
IN

SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

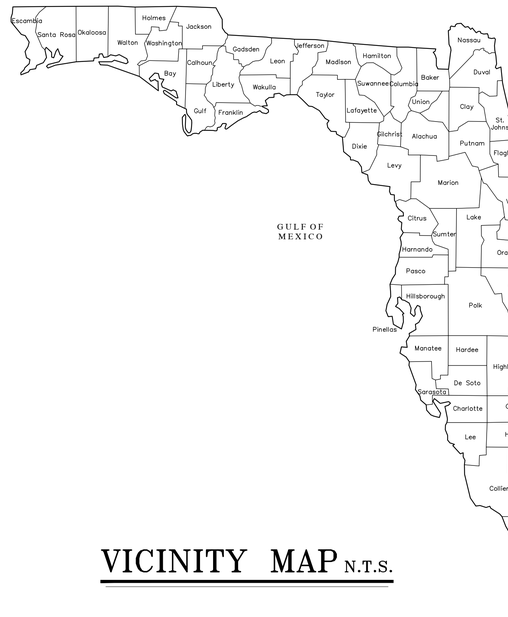
ST. LUCIE COUNTY, FLORIDA

PREPARED FOR

CENTRAL CIVIL CONSTRUCTION



LOCATION MAP N.T.S.



VICINITY MAP N.T.S.

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	COVER
2	MASTER SITE PLAN
3	KEY PLAN
4-7	SITE PLAN
8	AUTOTURN EXHIBIT

GENERAL NOTES

1. "ALL CONSTRUCTION SHALL BE IN COMPLAINCE WITH CITY OF FORT PIERCE CODE OF ORDINANCES SECTIONS 119 AND 125.
2. HOURS OF OPERATION ARE AS FOLLOWS; AT TIMES MONDAY-SATURDAY 12 HOURS 6 AM TO 6 PM.
3. PLANT PRODUCTION TO PRODUCE NO MORE THAN 80 DECIBELS WITH AN AVERAGE OF 50 DECIBELS AS MEASURED ON 6/20/24 AT THE COMPARABLE RANGER ASPHALT PLANT AT GLADES CUTOFF RD, ST. LUCIE COUNTY, FL.
4. TRAFFIC DATA AS MEASURED ON 6/20/24 AT THE COMPARABLE RANGER ASPHALT PLANT AT GLADES CUTOFF RD, ST. LUCIE COUNTY, FL.;
   PEAK AM HOUR: 13 IN / 18 OUT
   PEAK PM HOUR: 13 IN / 13 OUT
   AVERAGE DAILY: 56 IN / 65 OUT

LEGAL DESCRIPTION:

OVERALL PROJECT PARCEL: 32 35 40 FROM W 1/4 COR RUN N 00 04 06 E ALG W LI OF NW 1/4 53.50 FT,TH S 89 58 19 E 50 FT TO E R/W LI OF SELVITZ RD AND NLY R/W LI OF NSLWCD CANAL NO. 101,TH CONT SE ALG NLY R/W LI 705 FT TO POB,TH N 00 04 06 E 600 FT,TH N 89 58 19 W 280 FT,TH N 00 04 06 E 200 FT,TH N 89 58 19 W 350 FT TO CURVE CONC SE,R OF 25 FT,TH SWLY ALG ARC 39.26 FT TO E R/W LI OF SELVITZ RD,TH N 00 04 06 E ALG E R/W LI 125 FT TO CURVE CONC NE,R OF 25 FT,TH SE ALG ARC 39.29 FT,TH S 89 58 19 E 349.98 FT,TH S 89 58 25 E 156.76 FT TO CURVE CONC NW,R OF 87.50 FT,TH NELY ALG ARC 136.24 FT,TH N 00 48 56 W 22.40 FT TO CURVE CONC SE,R OF 137.50 FT,TH NELY ALG ARC 136.79 FT,TH N 57 49 02 E 116.83 FT TO CURVE CONC S,R OF 137.50 FT,TH NELY ALG ARC 77.28 FT,TH S 89 58 48 E 193.44 FT,TH S 00 49 02 W 228.64 FT,TH S 51 03 36 E 241.52 FT,TH S 00 49 02 W 801.37 FT TO N R/W LI OF CANAL NO. 101,TH N 89 58 19 W ALG N R/W LI 568.67 FT TO POB– (16.71 AC) (OR 2116–2197)

REVISIONS	
SHEET NO.	DATE
2–8	6/21/24

SUBMITTAL DATE: 6/21/2024

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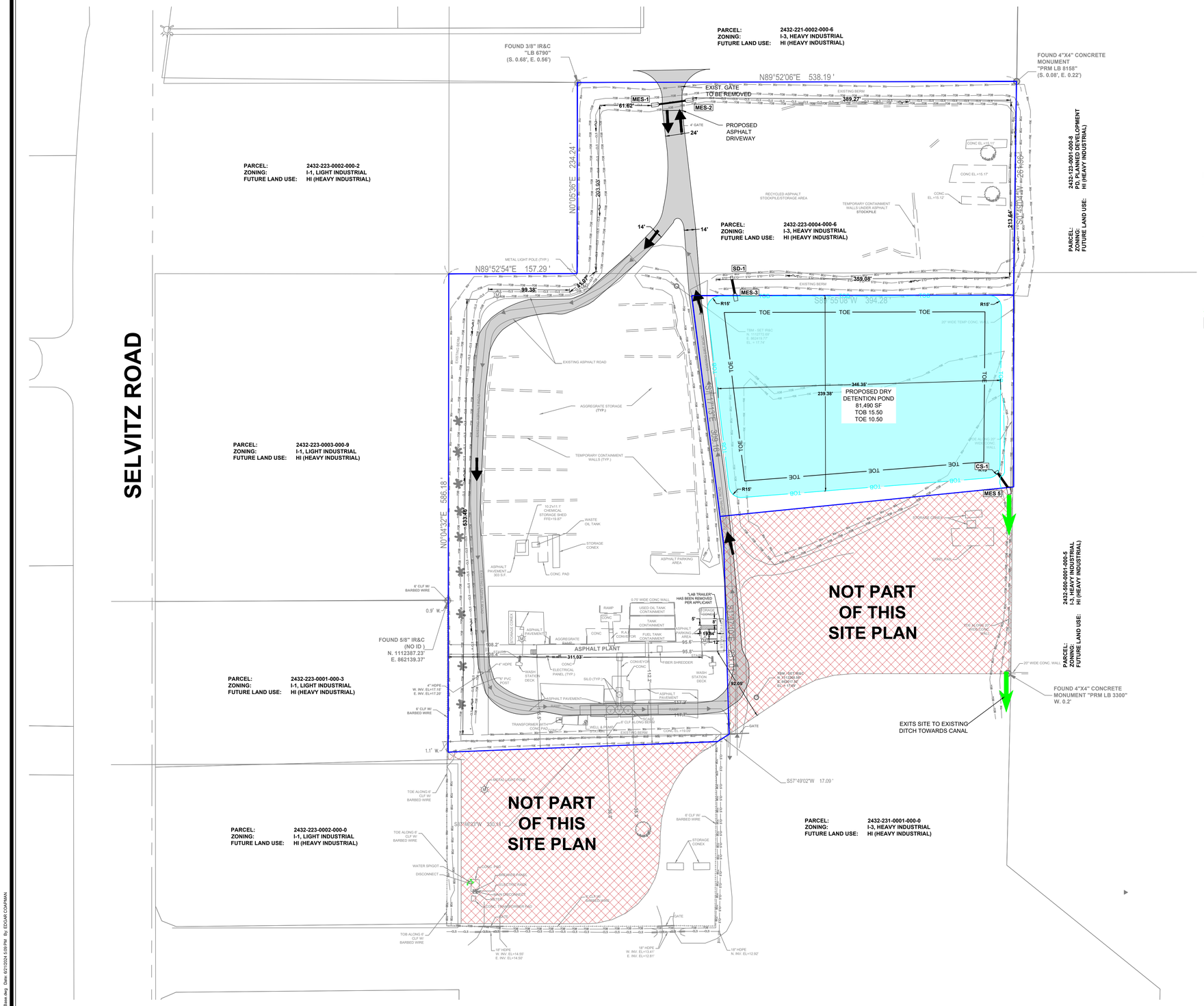
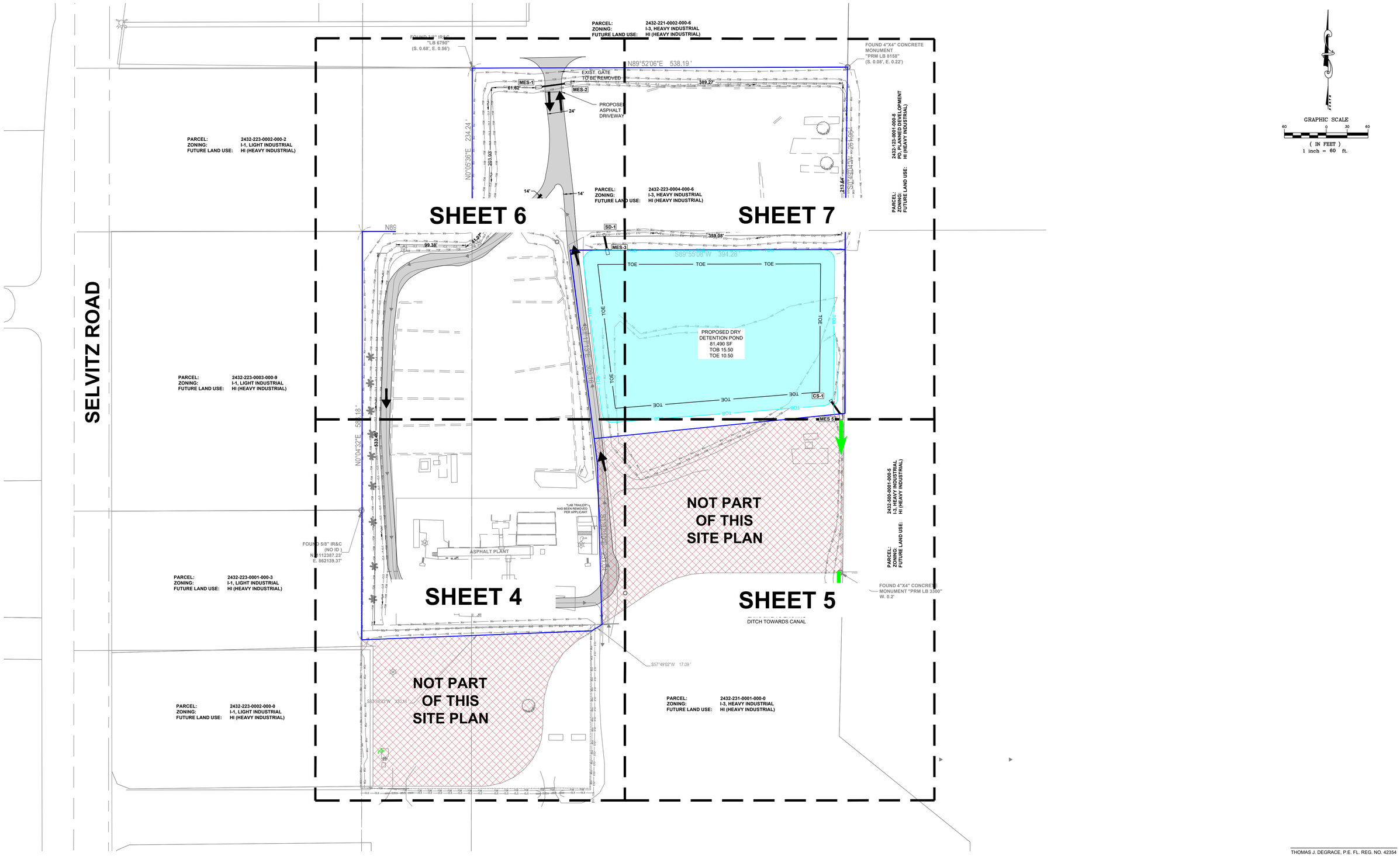
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354

FILE NAME: 23–176 LAND DEVELOPMENT – COVER.DWG


SELVITZ ROAD
PARCEL: 2432-223-0002-000-2
ZONING: I-1, LIGHT INDUSTRIAL
FUTURE LAND USE: HI (HEAVY INDUSTRIAL)
PARCEL: 2432-221-0002-000-6
ZONING: I-3, HEAVY INDUSTRIAL
FUTURE LAND USE: HI (HEAVY INDUSTRIAL)
PARCEL: 2432-223-0004-000-6
ZONING: I-3, HEAVY INDUSTRIAL
FUTURE LAND USE: HI (HEAVY INDUSTRIAL)
PARCEL: 2432-223-0003-000-9
ZONING: I-1, LIGHT INDUSTRIAL
FUTURE LAND USE: HI (HEAVY INDUSTRIAL)
PARCEL: 2432-223-0001-000-3
ZONING: I-1, LIGHT INDUSTRIAL
FUTURE LAND USE: HI (HEAVY INDUSTRIAL)
PARCEL: 2432-223-0002-000-0
ZONING: I-1, LIGHT INDUSTRIAL
FUTURE LAND USE: HI (HEAVY INDUSTRIAL)
PARCEL: 2432-231-0001-000-0
ZONING: I-3, HEAVY INDUSTRIAL
FUTURE LAND USE: HI (HEAVY INDUSTRIAL)
PARCEL: 2432-123-0001-000-8
ZONING: PD, PLANNED DEVELOPMENT
FUTURE LAND USE: HI (HEAVY INDUSTRIAL)
FOUND 3/8" IR&C "LB 6790" (S. 0.68', E. 0.56')
FOUND 4"X4" CONCRETE MONUMENT "PRM LB 8158" (S. 0.08', E. 0.22')
FOUND 5/8" IR&C (NO ID) N. 1112387.23' E. 862139.37'
FOUND 4"X4" CONCRETE MONUMENT "PRM LB 3300" W. 0.2'
N89°52'06"E 538.19'
N89°52'54"E 157.29'
S89°55'08"W 394.25'
S57°49'02"W 17.09'
S37°06'37"W 30.31'
N0°04'32"E 586.18'
N0°05'36"E 234.24'
S0°43'04"W 264.00'
EXIST. GATE TO BE REMOVED
PROPOSED ASPHALT DRIVEWAY
MES-1
MES-2
MES-3
MES 5
SD-1
CS-1
389.27'
359.08'
61.62'
99.38'
24'
14'
PROPOSED DRY DETENTION POND 81,490 SF TOB 15.50 TOE 10.50
346.35'
239.38'
213.64'
203.93'
633.45'
NOT PART OF THIS SITE PLAN
NOT PART OF THIS SITE PLAN
EXISTING ASPHALT ROAD
AGGREGATE STORAGE (TYP.)
TEMPORARY CONTAINMENT WALLS (TYP.)
ASPHALT PLANT
ASPHALT PAVEMENT
ASPHALT PARKING AREA
STORAGE CONEX
WASTE OIL TANK
CONC. PAD
"LAB TRAILER" HAS BEEN REMOVED PER APPLICANT
USED OIL TANK CONTAINMENT
TANK CONTAINMENT
FUEL TANK CONTAINMENT
RAP CONVEYOR
CONVEYOR
FIBER SHREDDER
SILO (TYP.)
WASH STATION DECK
ELECTRICAL PANEL (TYP.)
RECYCLED ASPHALT STOCKPILE/STORAGE AREA
TEMPORARY CONTAINMENT WALLS UNDER ASPHALT STOCKPILE
EXISTING BERM
METAL LIGHT POLE (TYP.)
20' WIDE TEMP CONC. RD.
TBM - SET IR&C N. 1112772.93' E. 862479.77' EL. = 17.74'
TBM - SET IR&C N. 1112380.55' E. 862431.56' EL. = 17.62'
TOE
TOP
R15'
92.05'
EXITS SITE TO EXISTING DITCH TOWARDS CANAL
GRADE PAD
STORAGE CONEX
ASPHALT PAVEMENT 303 S.F.
10.2'x11.1' CHEMICAL STORAGE SHED FFE=19.97'
6' CLF W/ BARBED WIRE
0.9' W.
1.1' W.
0.7' WIDE CONC WALL
20' WIDE CONC. WALL
4" HDPE W. INV. EL=17.15' E. INV. EL=17.20'
6" PVC POST
4' HDPE
18" HDPE W. INV. EL=14.55' E. INV. EL=14.50'
18" HDPE W. INV. EL=13.61' E. INV. EL=12.91'
18" HDPE N. INV. EL=12.92'
2' CLF X 2' CLOG BEND
WELL & PENNY
TRANSFORMER W/ CONC PAD
CONC EL=19.09'
CONC EL=17.17'
CONC EL=15.17'
CONC EL=15.12'
CONC EL=15.07'
GATE
WATER SPIGOT
DISCONNECT
ELECTRIC FUSE
MAIN DISCONNECT METER
ELECTRIC TRANSFORMER PAD
FLOOD LIGHT
TOE ALONG 6' CLF W/ BARBED WIRE
TOB ALONG 6' CLF W/ BARBED WIRE
SWALE (TYP.)
SWALE FLOW
STORAGE CONEX
ASPHALT PAVEMENT
ASPHALT PARKING AREA
CONC. PAD
RAMP
CONC
STORAGE HOPPER
GRADE
95.6'
95.8'
108.2'
117.2'
119.2'
311.03'
6'
8'
12'
15'
1.5%
1.5%
1.5%



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NOTES:
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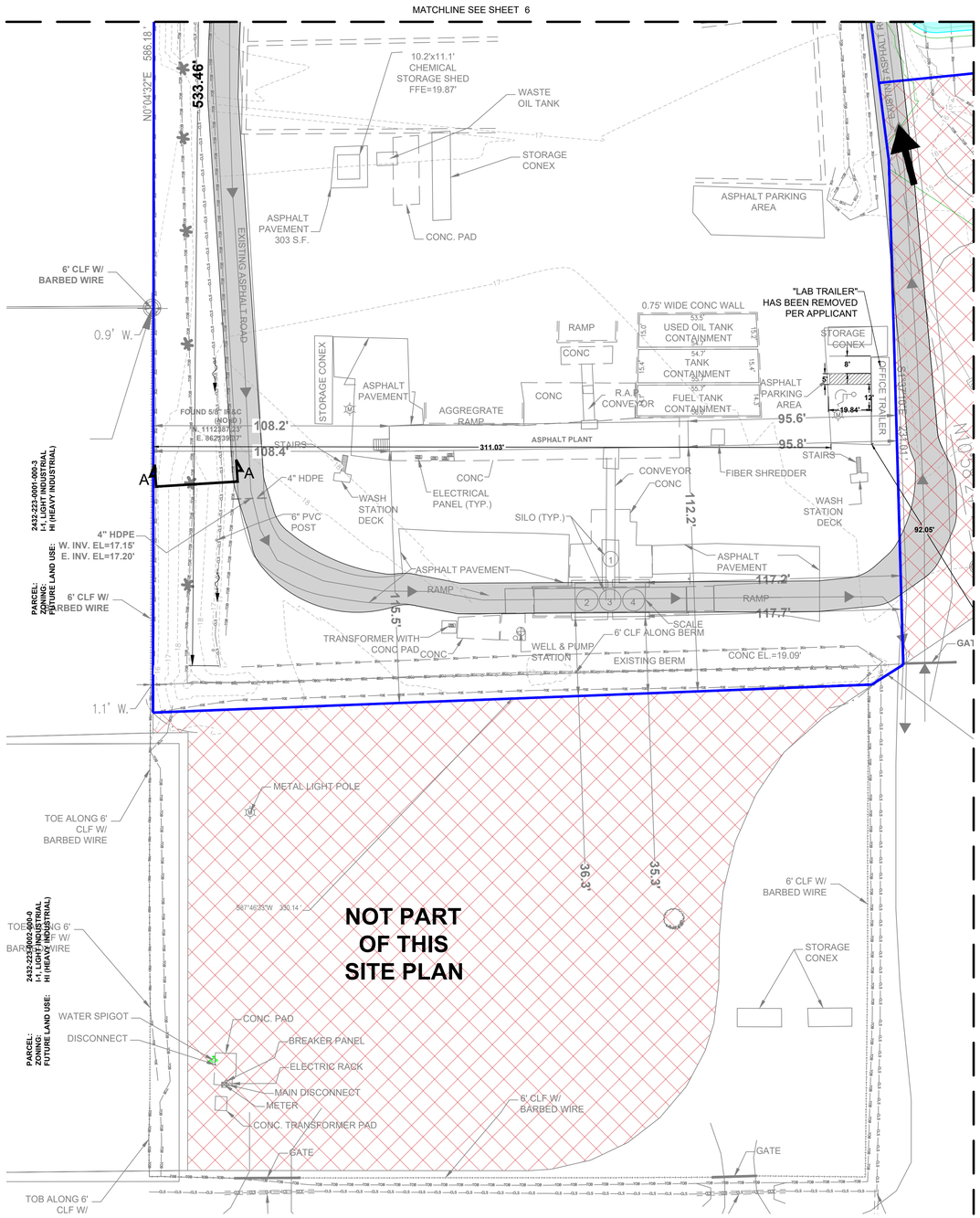
	BY	DATE
DESIGNED	EAC	2/17/24
CALCS.	.	.
DRAWN	EAC	2/17/24
DETAILED	.	.
CHECKED	.	.
APPROVED	.	.

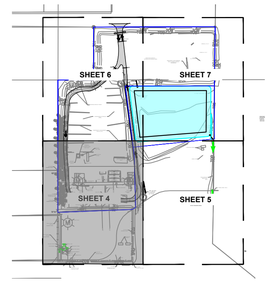
CENTRAL ASPHALT PLANT

KEY PLAN

DATE: 6/21/2024
HORIZ. SCALE: 1" = 60'
VERT. SCALE: N/A
JOB No. 23-176
SHEET 3 of 8

P:\Proj-2023\23-178-000 Sevitz Rd\Eng\23-178 Base.dwg Date: 6/21/2024 1:09 PM By: EDGAR CAMPMAN





GRAPHIC SCALE

30 0 15 30

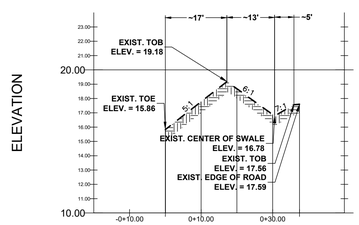
(IN FEET)
1 inch = 30 ft.

LEGEND

- PROJECT BOUNDARY
- EXISTING CONCRETE
- TOB — EXIST. TOP OF BANK
- TOE — EXIST. TOE OF SLOPE
- TOB — PROP. TOP OF BANK
- TOE — PROP. TOE OF SLOPE
- DITCH FLOW ARROW
- PARCEL LINES
- OAK TREE
- PALM TREE
- PROP. DRIVING PATH
- PROP. OFFSITE FLOW PATH
- PROP. ASPHALT

SWALE SECTION A-A

H. SCALE: 1"=20'
V. SCALE" 1"=5'



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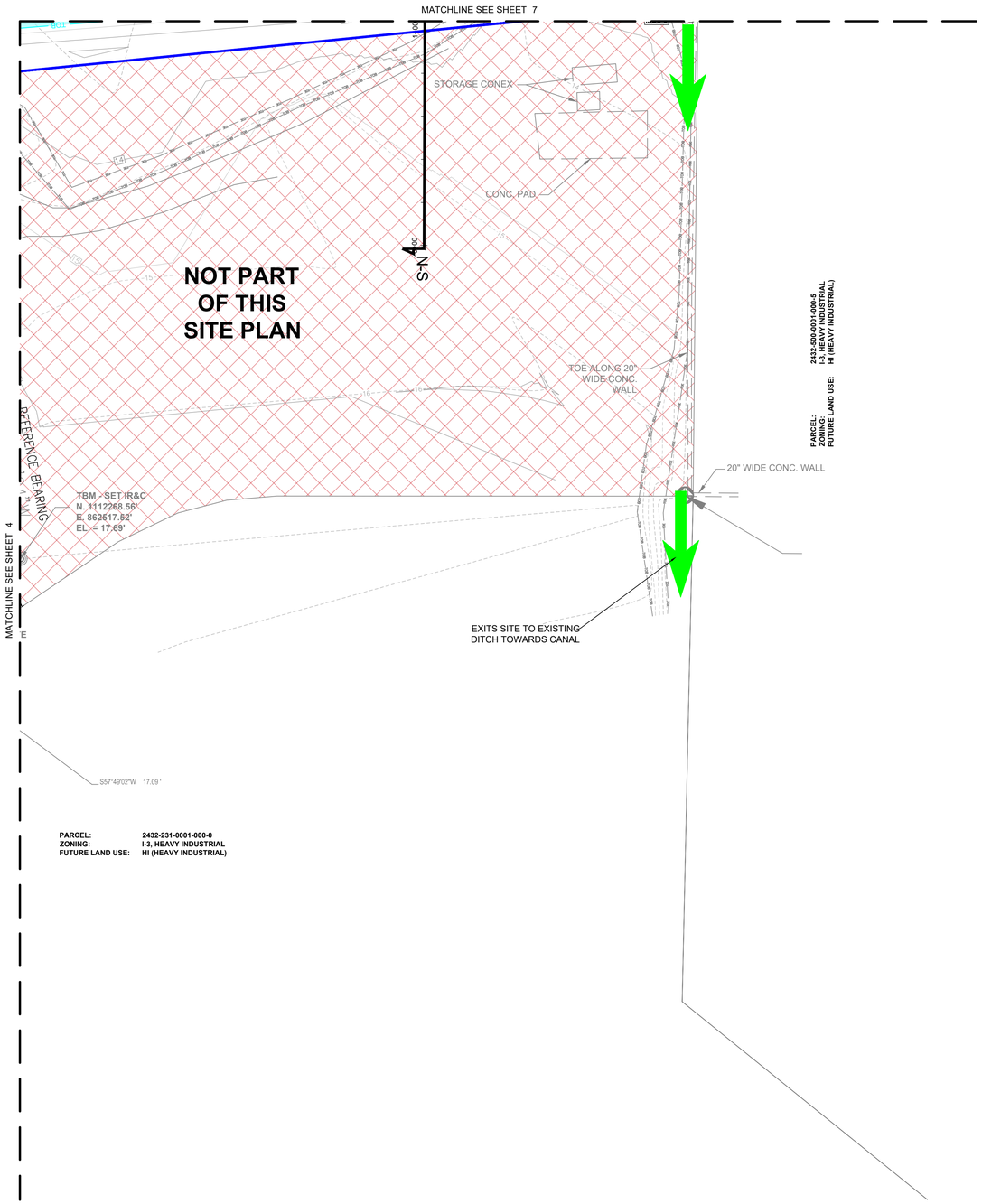
	BY	DATE
DESIGNED	EAC	2/17/24
CALCS.	.	.
DRAWN	EAC	2/17/24
DETAILED	.	.
CHECKED	.	.
APPROVED	.	.

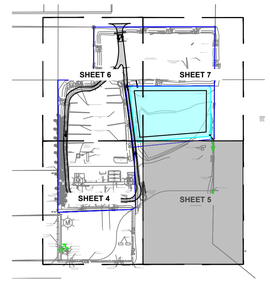
CENTRAL ASPHALT PLANT

SITE PLAN

DATE: 6/21/2024
HORIZ. SCALE: 1" = 30'
VERT. SCALE: N/A
JOB No. 23-176
SHEET 4 of 8

P:\Proj-2023\23-176 4000 Sands Rd\Eng\23-176 Base.dwg Date: 6/21/2024 5:09 PM By: EDGAR CAMPAIN





GRAPHIC SCALE

30 0 15 30

(IN FEET)
1 inch = 30 ft.

LEGEND

- PROJECT BOUNDARY
- EXISTING CONCRETE
- EXIST. TOP OF BANK
- EXIST. TOE OF SLOPE
- PROP. TOP OF BANK
- PROP. TOE OF SLOPE
- DITCH FLOW ARROW
- PARCEL LINES
- OAK TREE
- PALM TREE
- PROP. DRIVING PATH
- PROP. OFFSITE FLOW PATH
- PROP. ASPHALT

THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354

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CALCS.	.	.
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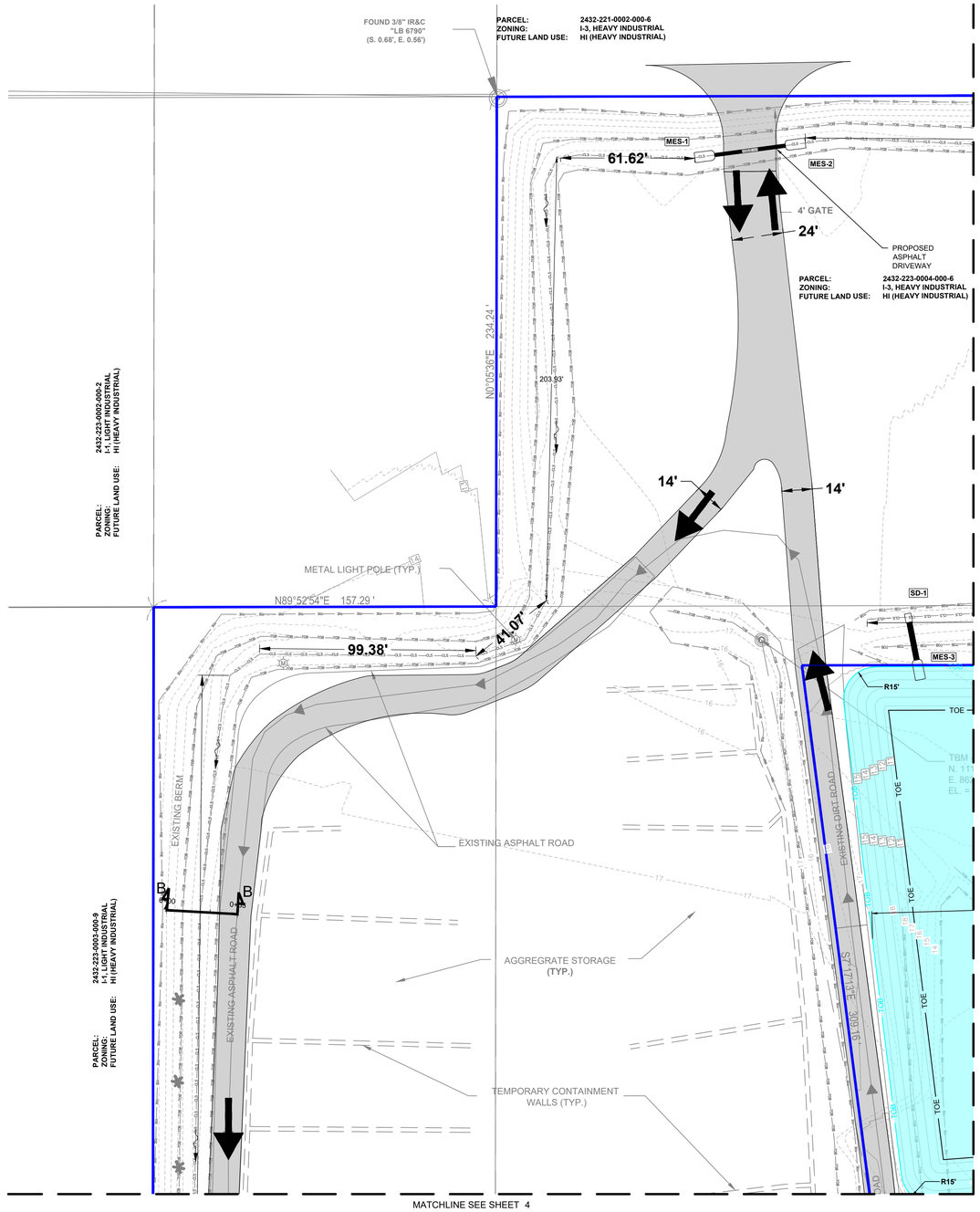
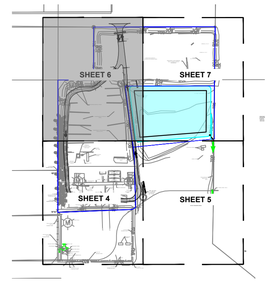
CENTRAL ASPHALT PLANT

SITE PLAN

DATE: 6/21/2024
HORIZ. SCALE: 1" = 30'
VERT. SCALE: N/A
JOB No. 23-176
SHEET 5 of 8

P:\Proj-2023\23-176 4000 Sands Rd\Eng\23-176 Base.dwg Date: 6/21/2024 5:09 PM By: EDGAR COAPMAN





GRAPHIC SCALE

30 0 15 30

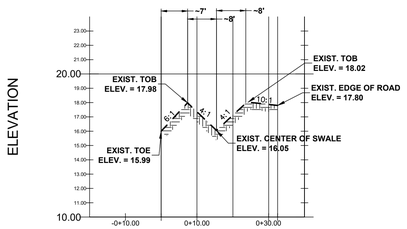
(IN FEET)
1 inch = 30 ft.

LEGEND

- PROJECT BOUNDARY
- EXISTING CONCRETE
- TOB — EXIST. TOP OF BANK
- TOE — EXIST. TOE OF SLOPE
- TOB — PROP. TOP OF BANK
- TOE — PROP. TOE OF SLOPE
- DITCH FLOW ARROW
- PARCEL LINES
- OAK TREE
- PALM TREE
- PROP. DRIVING PATH
- PROP. OFFSITE FLOW PATH
- PROP. ASPHALT

SWALE SECTION B-B

H. SCALE: 1"=20'
V. SCALE" 1"=5'



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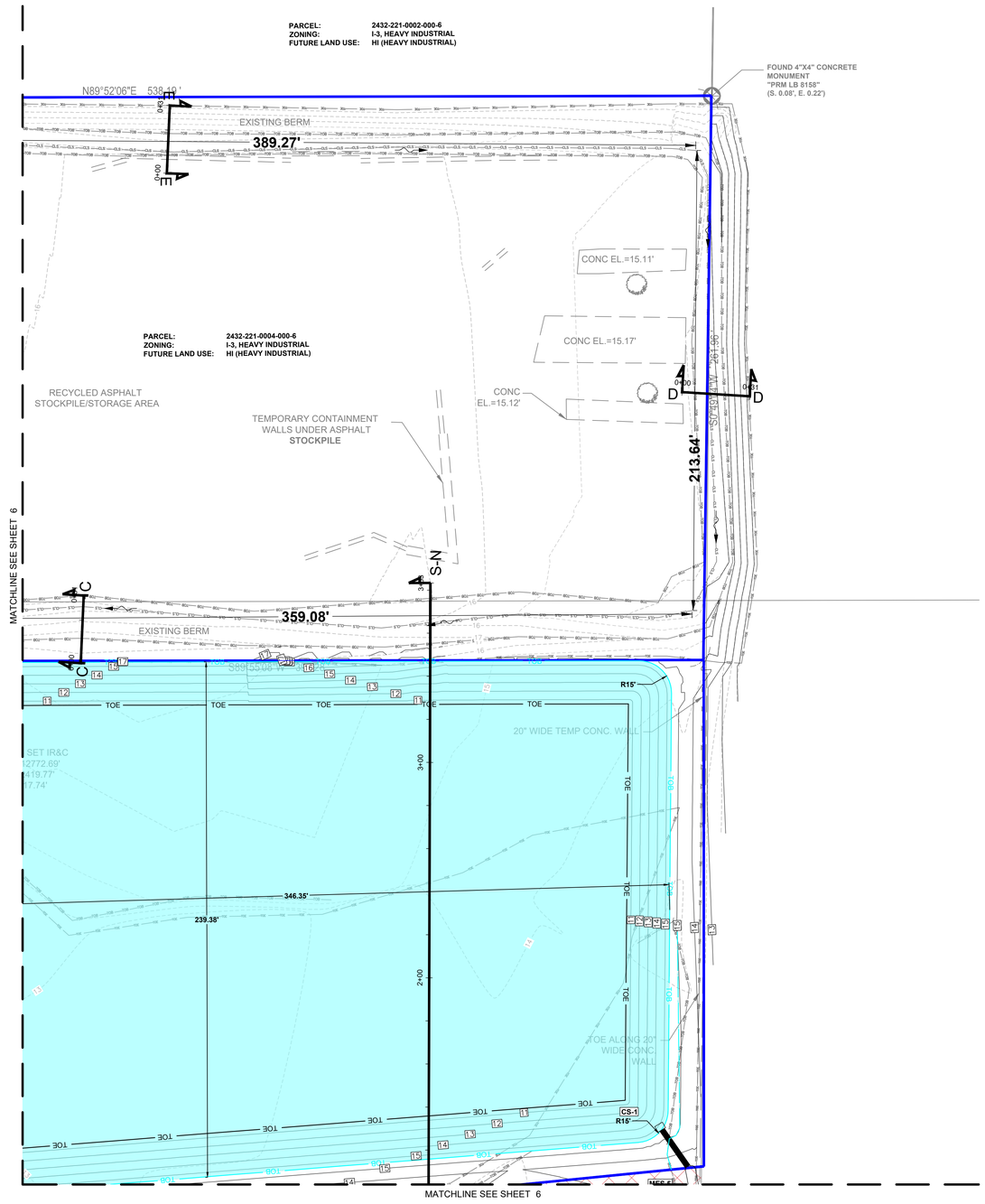
CHECKED	.	.
APPROVED	.	.

CENTRAL ASPHALT PLANT

SITE PLAN

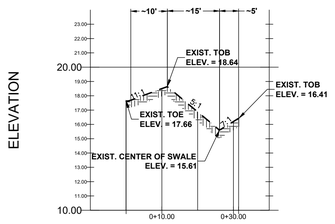
DATE: 6/21/2024
HORIZ. SCALE: 1" = 30'
VERT. SCALE: N/A
JOB No. 23-176
SHEET 6 of 8

P:\Proj-2023\23-176 400 Sams Rd\Engr\23-176 Base.dwg Date: 6/21/2024 5:10 PM By: EDGAR COMPIAN



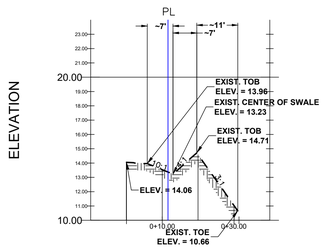
SWALE SECTION C-C

H. SCALE: 1"=20'
V. SCALE" 1"=5'



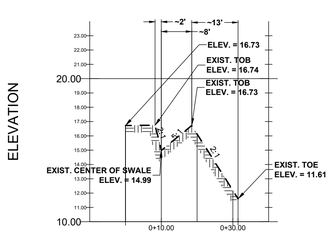
SWALE SECTION D-D

H. SCALE: 1"=20'
V. SCALE" 1"=5'



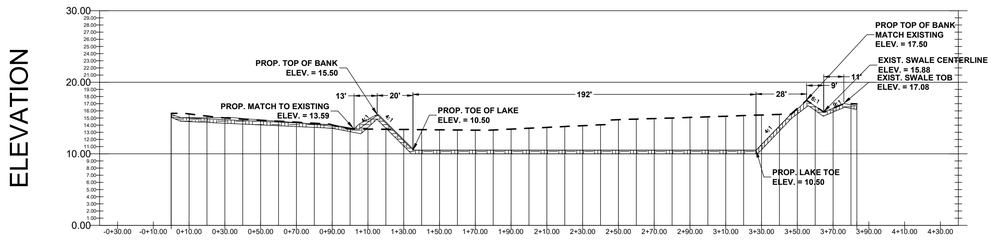
SWALE SECTION E-E

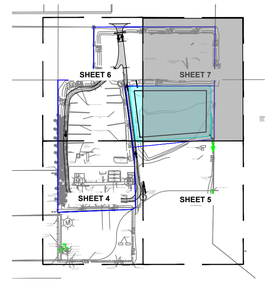
H. SCALE: 1"=20'
V. SCALE" 1"=5'



LAKE SECTION S-N

H. SCALE: 1"=40'
V. SCALE" 1"=5'





GRAPHIC SCALE
30 0 15 30
(IN FEET)
1 inch = 30 ft.

LEGEND

- PROJECT BOUNDARY
- EXISTING CONCRETE
- TOB — EXIST. TOP OF BANK
- TOE — EXIST. TOE OF SLOPE
- TOB — PROP. TOP OF BANK
- TOE — PROP. TOE OF SLOPE
- DITCH FLOW ARROW
- PARCEL LINES
- OAK TREE
- PALM TREE
- PROP. DRIVING PATH
- PROP. OFFSITE FLOW PATH
- PROP. ASPHALT

NOTES:
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COMPUTER FILE REF.	FIELD BK./PG.

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CALCS.	.	.
DRAWN	EAC	2/17/24
DETAILED	.	.
CHECKED	.	.
APPROVED	.	.

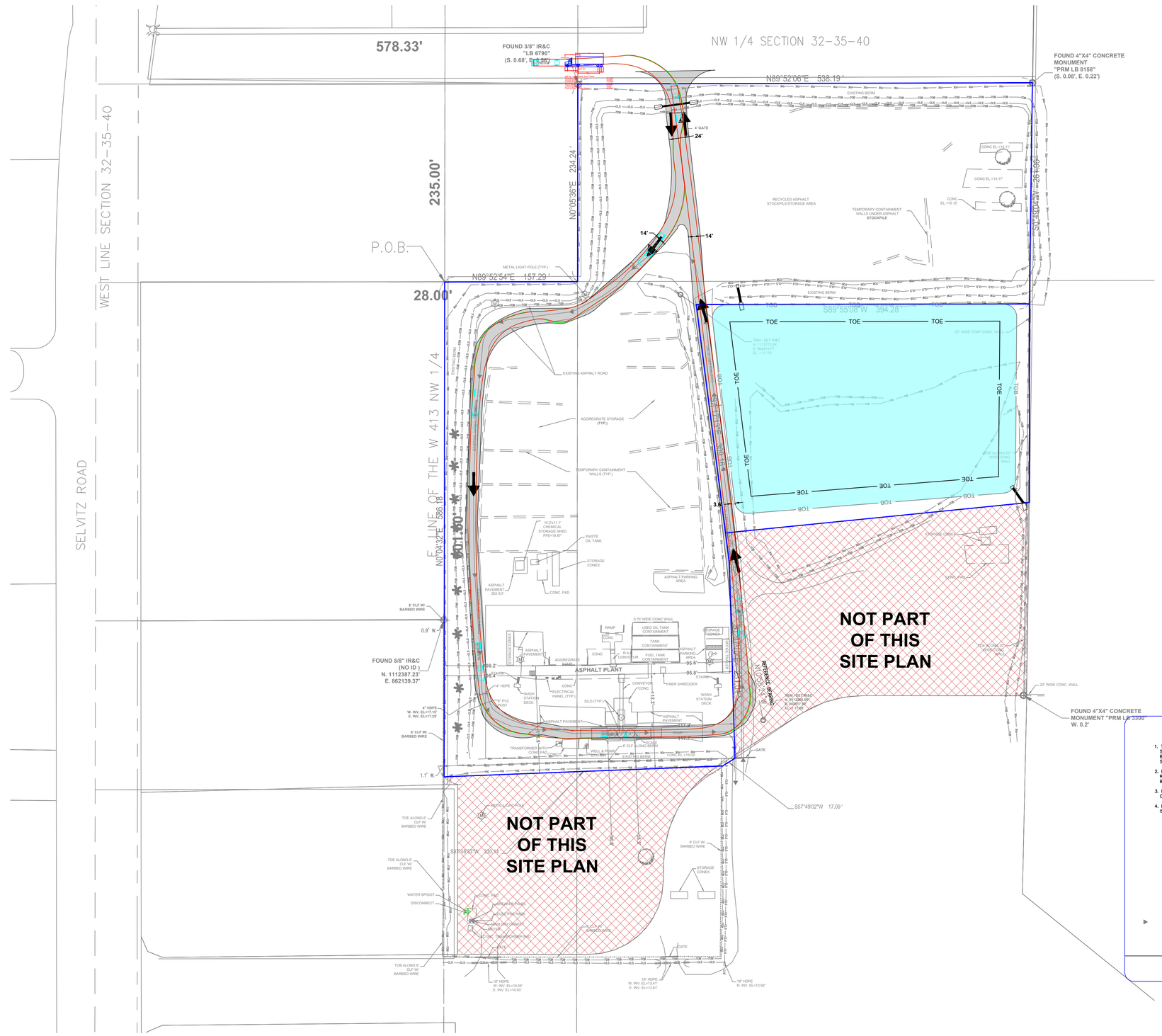
CENTRAL ASPHALT PLANT

SITE PLAN

DATE:	6/21/2024
HORIZ. SCALE:	1" = 30'
VERT. SCALE:	N/A
JOB No.	23-176
SHEET	7 of 8

THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354

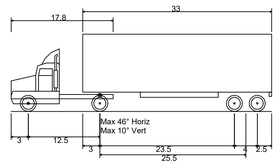
P:\Proj-2023\23-176 4060 Sawtis Rd\Eng\23-176 Base.dwg Date: 6/21/2024 5:19 PM By: EDGAR CAMPAIN



GRAPHIC SCALE

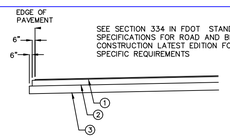
60 0 30 60

(IN FEET)
1 inch = 60 ft.



WB-40 - Intermediate Semi-Trailer	
Overall Length	45.499ft
Overall Width	8.000ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Track Width	8.000ft
Lock-to-lock time	4.00s
Max Steering Angle (Virtual)	20.30°

WB-40 INTERMEDIATE SEMI-TRAILER DETAIL
NOT TO SCALE



SEE SECTION 334 IN FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION FOR ALL SPECIFIC REQUIREMENTS

STANDARD DUTY SECTION

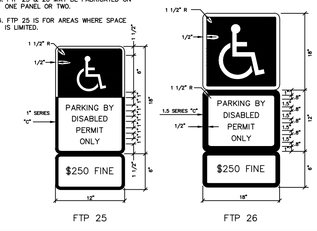
① 1-¾" TYPE SP-9.5 ASPHALTIC CONCRETE (2 LIFTS, FIRST LIFT 1" TYPE S-III; SECOND LIFT 1/2" TYPE S-III)

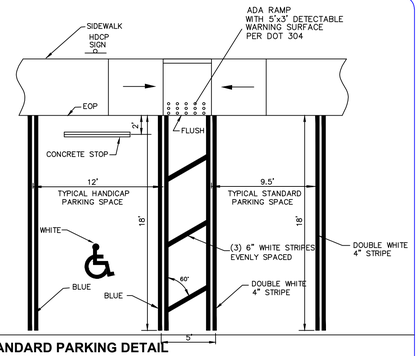
② 6" LIMEROCK OR CEMENTED COQUINA SHELLROCK, PRIMED *

③ 8" COMPACTED TO 98% OF MAXIMUM DENSITY AS PER AASHTO T-180

PAVEMENT DETAIL
NOT TO SCALE

NOTES
1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP 25 IS FOR AREAS WHERE SPACE IS LIMITED.





HANDICAP & STANDARD PARKING DETAIL
NOT TO SCALE

THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354

NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
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	BY	DATE
DESIGNED	EAC	2/17/24
CALCS.	.	.
DRAWN	EAC	2/17/24
DETAILED	.	.
CHECKED	.	.
APPROVED	.	.

CENTRAL ASPHALT PLANT

AUTOTURN EXHIBIT

DATE: 6/21/2024
HORIZ. SCALE: 1" = 60'
VERT. SCALE: N/A
JOB No. 23-176
SHEET 8 of 8

P:\Proj-2023\23-176 400 Selvitz Rd\Eng\23-176 Base.dwg Date: 6/21/2024 5:01PM By: EDGAR CHAPMAN

O'ROURKE
ENGINEERING & PLANNING

ATMC Company

TRAFFIC ANALYSIS

FOR

LP Asphalt

Prepared for:

Mr. Rick Mancil
c/o Culpepper Terpening
2980 S. 25th Street
Port Saint Lucie, Florida 34981

Prepared by

O'Rourke Engineering & Planning
3725 S East Ocean Boulevard, Suite 201
Stuart, Florida 34996
772-781-7918

July 5, 2024

24233.01.03

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 3725 S East Ocean Blvd, Suite 201 Stuart, Florida 34996 772-781-7918	Professional Engineer Susan E. O'Rourke, P.E. Date signed and sealed: 7/5/2024 License #: 42684

July 5, 2024

Mr. Rick Mancil
c/o Culpepper Terpening
2980 S. 25th Street
Port Saint Lucie, Florida 34981

Re: LP Asphalt

Dear Mr. Mancil:

O'Rourke Engineering & Planning has completed the analysis of the proposed Asphalt Plant located east of Selvitz Road in Fort Pierce, Florida. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please give me a call.

Respectfully submitted,

O'Rourke Engineering & Planning

Susan E. O'Rourke, P.E.

Registered Civil Engineer

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INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed Asphalt Plant located east of Selvitz Road in Fort Pierce, Florida. The purpose of this report is to determine the project's impact on the surrounding roadway system.

In order to make the determination that the project complies with County Concurrency Guidelines, the following analytical steps were taken:

- summary of the project
- summary of existing lane geometries
- summary of the existing traffic volumes
- assessment of project traffic
- determination of impact area
- summary of buildout cumulative traffic volumes
- summary of levels of service with the project traffic added

Each of these steps is outlined herein.

PROJECT DESCRIPTION

The project involves an asphalt plant with one loading lane. The project has one driveway on Selvitz Road. The site is located at 4060 Selvitz Road in Fort Pierce, Florida. The project location is shown in **Figure 1**.

APPENDIX A includes the project site plan.

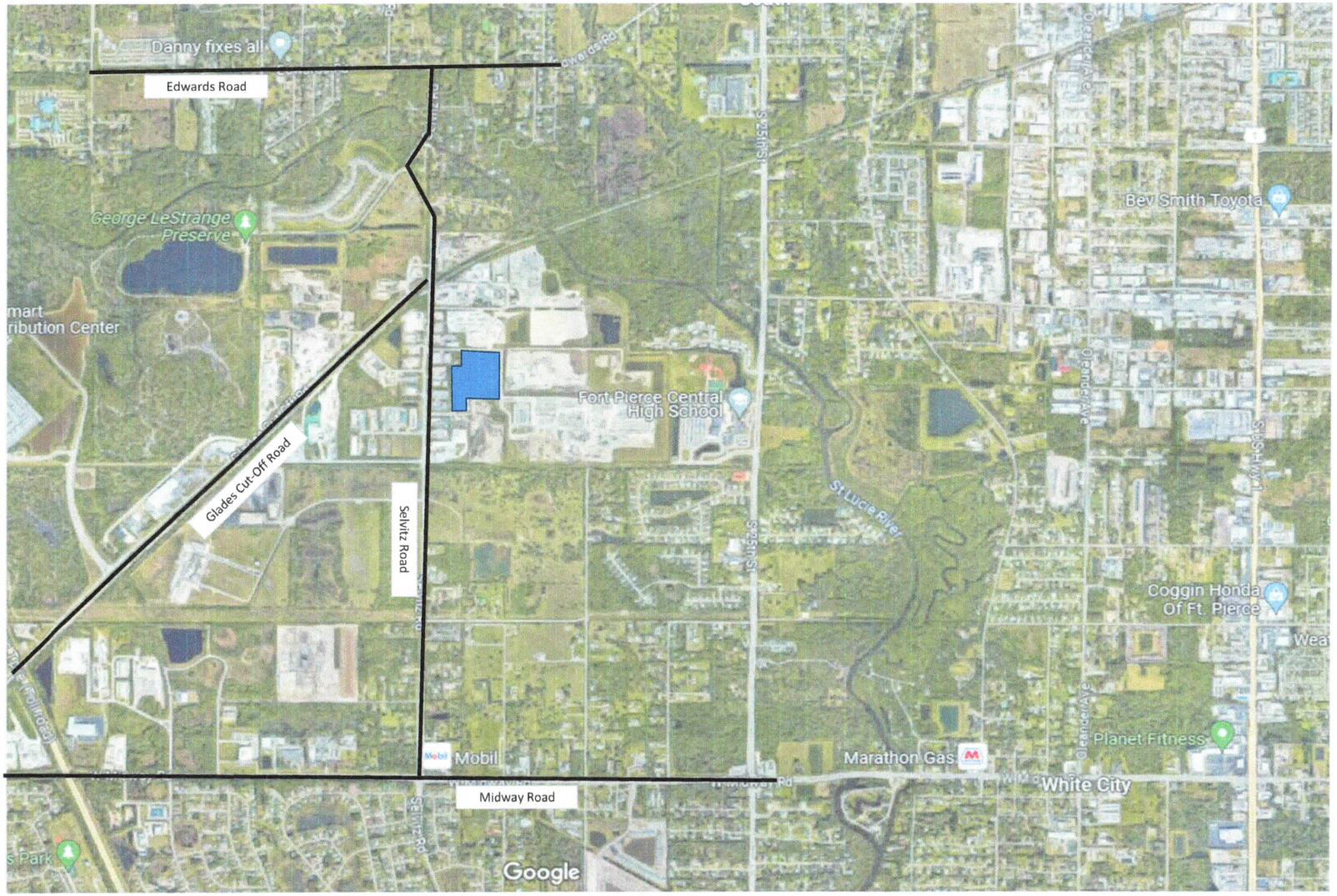
EXISTING CONDITIONS

The study area is defined as the roadway segment upon which the project directly accesses. Once the project traffic was assigned, the study area was refined based on the impact percentages.

Existing Lane Geometrics and Traffic Control

The study area was reviewed to determine the existing number and type of lanes, and the traffic control along the roadway. Each roadway is described below.

- Selvitz Road is a two-lane minor arterial with north/south alignment in the study area.



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A TMC Company
3725 S East Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job Number:

Date:

Legend

= Project Location

Figure 1

Project Location

LP Asphalt

PROJECT TRAFFIC/RADIUS OF DEVELOPMENT INFLUENCE

Since there are no ITE Trip Generation Rates similar to this use, a traffic count was conducted on June 20, 2024 at a similar existing site. The count data is shown in **Attachment A**. As shown, the existing site generated 121 Daily trips, a peak of 28 AM Peak Hour trips with 10 trips entering and 18 trips exiting. The PM Peak Hour had a total of 10 trips with 3 trips entering and 7 trips exiting. **Tables 1a, 1b, and 1c** show the estimated trips for the site.
Based on the 112 daily trips, only the directed accessed links are required to be analyzed.

PROJECT DISTRIBUTION/ ASSIGNMENT/ PERCENT IMPACT

The project traffic was distributed by assigning 50% of the traffic to the north and 50% to the south on Selvitz Road.

Distribution/ Assignment – The project assignment is shown in **Figure 2.**

Percent Impact – The project trips were assigned to the roadway network based on the assignments in **Figure 2**. **Tables 2a and 2b** summarize the project impact as a percent of service volume capacity. 5% is deemed significant.

LINK ANALYSIS / CONCURRENCY REVIEW

The adjacent link of Selvitz Road was analyzed to ensure sufficient capacity is available. The existing peak hour traffic was grown to 2027 using a growth rate of 2.5% and project traffic was then added.

Table 3a and 3b summarize the results of the link analysis. As shown, Selvitz Road will operate at an acceptable level of service at project buildout.

CONCLUSION

The proposed LP Asphalt does not cause the level of service to be exceeded. The project complies with concurrency requirements.

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Asphalt Plant	Site Specific	1	Facility	N/A	-	-	56	65	121
TOTALS							**56**	**65**	**121**

Source: Asphalt Plant traffic count in Appendix A

Table 1b: AM Peak Hour

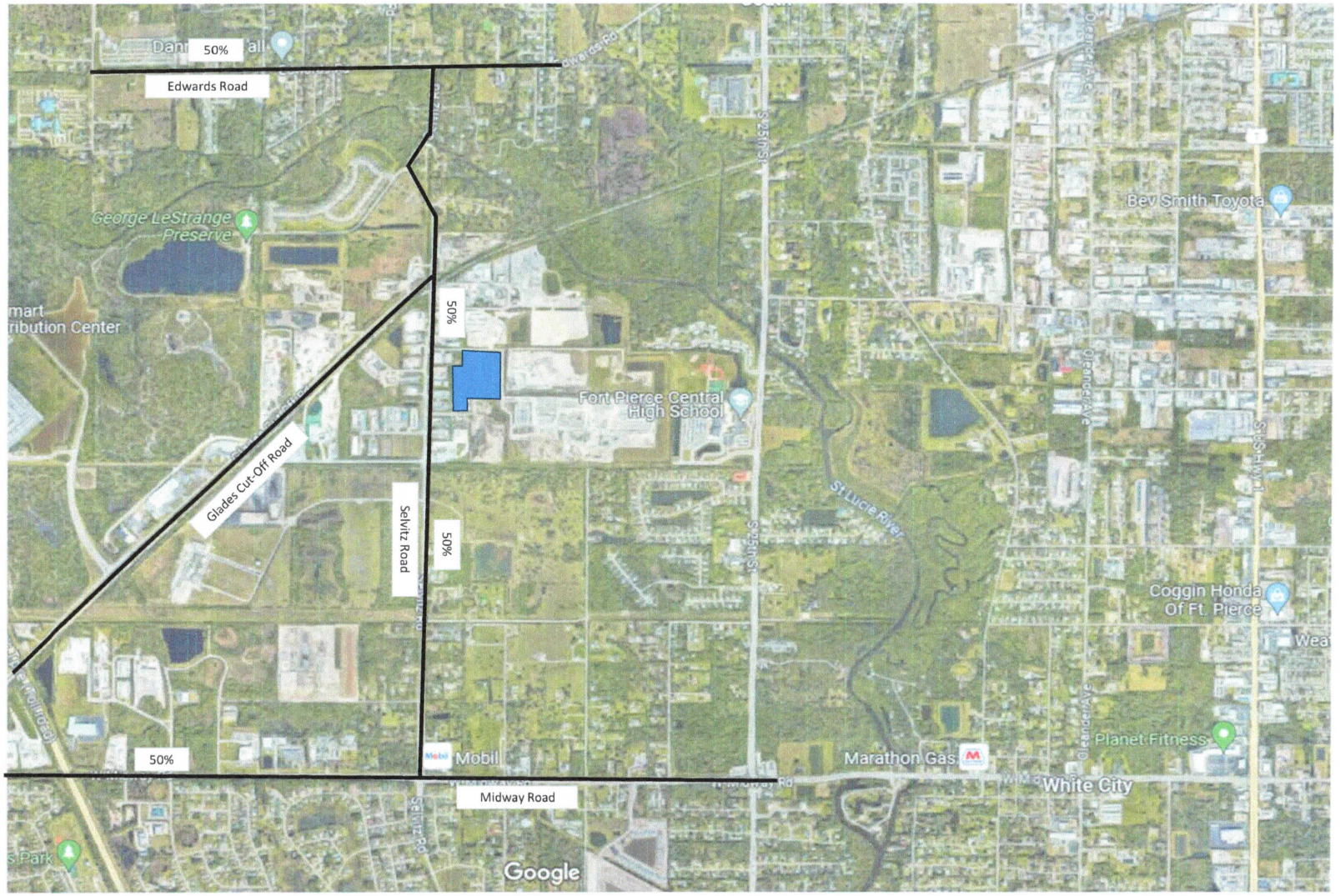
Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Asphalt Plant	Site Specific	1	Facility	N/A	-	-	10	18	28
TOTALS							**10**	**18**	**28**

Source: Asphalt Plant traffic count in Appendix A

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Asphalt Plant	Site Specific	1	Facility	N/A	-	-	3	7	10
TOTALS							**3**	**7**	**10**

Source: Asphalt Plant traffic count in Appendix A



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A TMC Company
3725 S East Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job Number:

Date:

Legend

= Project Location

Figure 2

Percent Assignment

LP Asphalt

TABLE 2a - Project Percent Impact - AM

Segment	From	To	Lanes	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links) (2)	Peak Hour Service Capacity (E+C) (1)	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Selvitz Road	Midway Road	Glades Cut-Off Road	2L	NB	IN	NO	700	5	0.71%	50%
	Midway Road	Glades Cut-Off Road	2L	SB	OUT	YES	700	9	1.29%	50%

(1) St. Lucie County 2024 Traffic Counts and LOS Report

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way:	28
Net In:	10
Net Out:	18

TABLE 2b - Project Percent Impact - PM

Segment	From	To	Lanes	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links) (2)	Peak Hour Service Capacity (E+C) (1)	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Selvitz Road	Midway Road	Glades Cut-Off Road	2L	NB	IN	NO	700	2	0.29%	50%
	Midway Road	Glades Cut-Off Road	2L	SB	OUT	NO	700	4	0.57%	50%

(1) St. Lucie County 2024 Traffic Counts and LOS Report

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way:	10
Net In:	3
Net Out:	7

TABLE 3a - Link Analysis - AM

Segment	From	To	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	AADT 2024	Count Year	2024 Peak Hour Directional Volumes	Growth Rate (2)	2027 AM Peak Hour + Growth	2027 AM Peak Hour + 1% Growth	AM Peak Hour Committed Projects Directional	2027 1% Growth + Committed Peak Direction	Peak Hour Service Capacity (1)	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity-Peak Hour	Does Project Satisfy Concurrency ?	Project Percent Assignment
Selvitz Road	Midway Road	Glades Cut-Off Road	NB	IN	NO	9,000	2024	542	2.50%	584	558	157	715	700	5	720	0.71%	YES(3)	50%
	Midway Road	Glades Cut-Off Road	SB	OUT	YES	9,000	2024	279	2.50%	300	287	84	371	700	9	380	1.29%	YES	50%

(1) St. Lucie County 2024 Traffic Counts and LOS Report

(2) Area wide growth rate calculated from FDOT Historical AADT

(3) Background is over the los threshold

Two-Way: 28
Net In: 10
Net Out: 18
Years Grown: 3

TABLE 3b - Link Analysis - PM

Segment	From	To	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	AADT 2024	Count Year	2024 Peak Hour Directional Volumes	Growth Rate (2)	2027 PM Peak Hour + Growth	2027 PM Peak Hour + 1% Growth	PM Peak Hour Committed Projects Directional	2027 1% Growth + Committed Peak Direction	Peak Hour Service Capacity (1)	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity-Peak Hour	Does Project Satisfy Concurrency ?	Project Percent Assignment
Selvitz Road	Midway Road	Glades Cut-Off Road	NB	IN	NO	9,000	2024	523	2.50%	563	539	83	622	700	2	624	0.29%	YES	50%
	Midway Road	Glades Cut-Off Road	SB	OUT	NO	9,000	2024	428	2.50%	461	441	156	597	700	4	601	0.57%	YES	50%

(1) St. Lucie County 2024 Traffic Counts and LOS Report

(2) Area wide growth rate calculated from FDOT Historical AADT

Two-Way: 10
Net In: 3
Net Out: 7
Years Grown: 3

APPENDIX A

SITE PLAN / Traffic Counts

Saint Lucie County
Property Appraiser
Michelle Franklin CFA



200ft

2024-03-07A

Click here for Legal Disclaimer

Traffic Count - 6/20/24

Time	15 min. Intervals Trips In	15 min. Intervals Trips Out	15 min. Intervals Total	Hour	Hourly Volume In (end time)	Hourly Volume Out (end time)	Hourly Volume Total
7:15 - 7:30 AM	7	8	15				
7:30 - 7:45 AM	0	0	0				
7:45 - 8:00 AM	3	10	13				
8:00 - 8:15 AM	0	0	0	7:15 to 8:15	10	18	28
8:15 - 8:30 AM	2	3	5	7:30 to 8:30	5	13	18
8:30 - 8:45 AM	0	3	3	7:45 to 8:45	5	16	21
8:45 - 9:00 AM	4	2	6	8:00 to 9:00	6	8	14
9:00 - 9:15 AM	0	0	0	8:15 to 9:15	6	8	14
9:15 - 9:30 AM	3	2	5	8:30 to 9:30	7	7	14
9:30 - 9:45 AM	0	0	0	8:45 to 9:45	7	4	11
9:45 - 10:00 AM	2	0	2	9:00 to 10:00	5	2	7
10:00 - 10:15 AM	0	0	0	9:15 to 10:15	5	2	7
10:15 - 10:30 AM	4	0	4	9:30 to 10:30	6	0	6
10:30 - 10:45 AM	0	0	0	9:45 to 10:45	6	0	6
10:45 - 11:00 AM	9	1	10	10:00 to 11:00	13	1	14
1:30 - 1:45 PM	3	9	12	12:45 to 1:45	3	9	12
1:45 - 2:00 PM	0	0	0	1:00 to 2:00	3	9	12
2:00 - 2:15 PM	0	4	4	1:15 to 2:15	3	13	16
2:15 - 2:30 PM	0	0	0	1:30 to 2:30	3	13	16
2:30 - 2:45 PM	9	7	16	1:45 to 2:45	9	11	20
2:45 - 3:00 PM	0	0	0	2:00 to 3:00	9	11	20
3:00 - 3:15 PM	4	5	9	2:15 to 3:15	13	12	25
3:15 - 3:30 PM	0	0	0	2:30 to 3:30	13	12	25
3:30 - 3:45 PM	2	3	5	2:45 to 3:45	6	8	14
3:45 - 4:00 PM	0	0	0	3:00 to 4:00	6	8	14
4:00 - 4:15 PM	2	6	8	3:15 to 4:15	4	9	13
4:15 - 4:30 PM	0	0	0	3:30 to 4:30	4	9	13
4:30 - 4:45 PM	1	1	2	3:45 to 4:45	3	7	10
4:45 - 5:00 PM	0	0	0	4:00 to 5:00	3	7	10
5:00 - 5:15 PM	1	1	2	4:15 to 5:15	2	2	4
Total:	56	65	121				

APPENDIX B

ST. LUCIE COUNTY 2024 COUNTS REPORT/FDOT 2023 QUALITY LOS

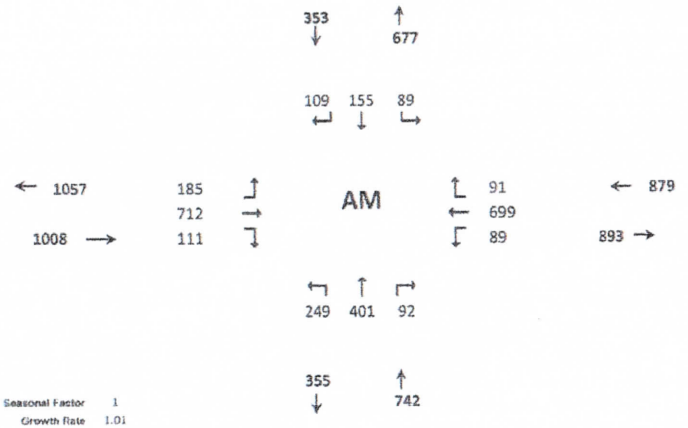
For D factor only

.34 / .66

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
E/W STREET: Midway Rd
CONTROL: Signalized
FILENAME: Energy and Selvitz
COUNT DATE: 2/18/2020
DAY: Tuesday
CITY: St Lucie
REPORT DATE:
ANALYSIS YEAR: 2020 - Exisitng

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	45	71	24	18	24	32	30	196	33	9	148	21	651	2982
7:15-7:30	63	81	22	15	32	27	44	183	28	18	145	23	681	2958
7:30-7:45	67	122	22	37	39	22	59	151	32	22	213	21	807	2853
7:45-8:00	74	127	24	19	60	28	52	182	18	40	193	26	843	2606
8:00-8:15	54	52	11	21	31	20	40	173	28	16	168	13	627	2265
8:15-8:30	52	59	23	13	28	20	34	127	26	17	167	10	576	
8:30-8:45	60	57	23	12	33	25	30	151	29	7	111	22	560	
8:45-9:00	38	39	23	19	15	15	30	150	30	10	116	17	502	
AM PEAK HOUR IS FROM:	7:00AM TO 8:00AM													
Volumes	249	401	92	89	155	109	185	712	111	89	699	91	2982	
Season Factor	249	401	92	89	155	109	185	712	111	89	699	91	2982	
Growth	249	401	92	89	155	109	185	712	111	89	699	91	2982	
Total	249	401	92	89	155	109	185	712	111	89	699	91	2982	



Seasonal Factor	1
Growth Rate	1.01
Years Grown	0

FOR D Factor Only

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
FILENAME: Energy and Selvitz
COUNT DATE: 2/18/2020
REPORT DATE: 5.12.2022

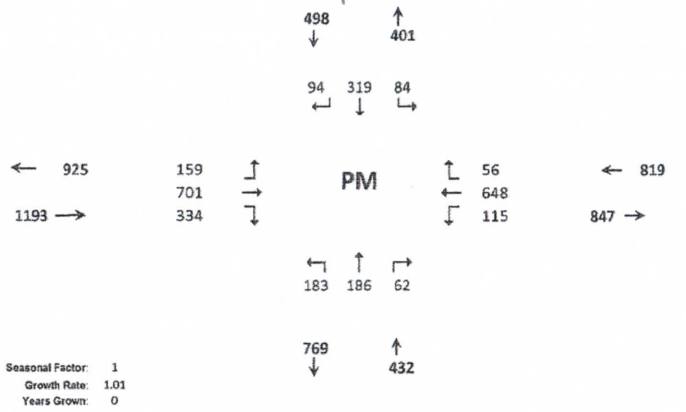
DAY: Tuesday
ANALYSIS YEAR: Existing

E/W STREET: Midway Rd
County: SLCo

CONTROL: Signalized

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	52	57	12	24	55	39	31	186	58	35	173	10	732	2810
4:15-4:30	72	56	17	15	66	27	36	159	44	37	154	16	699	2794
4:30-4:45	48	49	22	20	69	21	52	151	74	26	162	8	702	2855
4:45-5:00	57	40	13	16	73	22	35	157	75	29	144	16	677	2762
5:00-5:15	24	48	7	33	86	23	26	190	85	23	157	14	716	2635
5:15-5:30	49	44	18	13	82	25	41	182	90	34	166	16	760	
5:30-5:45	30	46	6	14	55	22	29	159	64	28	143	13	609	
5:45-6:00	44	42	11	11	53	12	25	122	59	29	129	13	550	
PM PEAK HOUR IS FROM:	4:30 PM TO 5:30PM													
Volumes	178	181	60	82	310	91	154	680	324	112	629	54	2855	
Season Factor	178	181	60	82	310	91	154	680	324	112	629	54	2855	
Growth	183	186	62	84	319	94	159	701	334	115	648	56	2942	

.55 / .45



Seasonal Factor: 1
Growth Rate: 1.01
Years Grown: 0

APPENDIX C

BACKGROUND DATA

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St. Lucie County Bus Maintenance Facility Trip Generation

The proposed Project includes a 20,000 square foot administration building, a 4,500 square foot maintenance building with four bus maintenance bays, a four-pump fueling station, and 50 total employees. The Project will also include parking for approximately 150 buses and 180 cars. It is assumed that 150 bus routes will start and end at the facility each day. Bus drivers will arrive for work and park their personal vehicles, transfer to a bus for their shift, and transfer back to their personal vehicle at the end of their shift.

Project trip generation is based on the rates published in the Institute of Transportation Engineers (ITE) *Trip Generation, 8th Edition*, and is calculated on a daily basis as well as for the A.M. and P.M peak periods. Because the *Trip Generation* Manual does not include a specific land use for bus maintenance facilities, Warehousing (Land Use 150) was used to represent the administration and maintenance portion of the Project (Table 1). The *Trip Generation* description of Warehousing states "Warehouses are primarily devoted to the storage of materials, but they may also include office and maintenance areas."

Table 1: ITE Land Use

ITE LAND USE			
ITE CODE	**LAND USE**	**INTENSITY**	**UNITS**
150	Warehousing	50	Employees

The Daily, AM Peak Hour and PM Peak Hour trips for the Administration and Maintenance buildings were calculated using the average trip generation rates rather than the fitted curve equations because the average rate provided more accurate estimates for sites with fewer than 500 employees. (See Tables 2-4)

Table 2: Daily Trip Generation

DAILY (ADMIN & MAINTENANCE)					
RATE / EQUATION	**TRIPS**	**% IN**	**IN**	**% OUT**	**OUT**
T=3.89X	195	50%	97	50%	97

X= Number of employees

Table 3: AM Peak Hour Trip Generation

AM PEAK HOUR					
RATE / EQUATION	**TRIPS**	**% IN**	**IN**	**% OUT**	**OUT**
T=0.51X	26	72%	18	28%	7

X= Number of employees

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MILLER LEGG

Table 4: PM Peak Hour Trip Generation

PM PEAK HOUR					
RATE / EQUATION	**TRIPS**	**% IN**	**IN**	**% OUT**	**OUT**
T=0.59X	30	35%	10	65%	19

X= Number of employees

Daily trips for the bus fleet were estimated by including both bus drivers coming to and from work in their personal vehicles (150x2=300 trips per day) as well as the buses exiting and returning to the Project site (an additional 150x2=300 trips per day) for at total of 600 trips per day. (Table 5) Because bus routes typically begin earlier than the AM peak and end later than the PM peak, the bus fleet trips are included in the daily trips, but not the AM and PM peak hour trips.

Table 5: Daily Trip Generation (Bus Fleet)

DAILY (BUS FLEET)					
RATE / EQUATION	**TRIPS**	**% IN**	**IN**	**% OUT**	**OUT**
T=2N+2N	600	50%	300	50%	300

N= Number of bus routes originating at facility

The total daily trips generated by the administration building, bus maintenance facility, and bus fleet are shown in Table 6. The Project is expected to add approximately 800 additional daily trips to the surrounding roadways, with 26 of these trips occurring during the AM peak hour and 30 during the PM peak hour (Tables 3 and 4).

Table 6: Total Daily Trip Generation

DAILY (TOTAL)				
TRIPS	**% IN**	**IN**	**% OUT**	**OUT**
795	50%	**397**	50%	**397**

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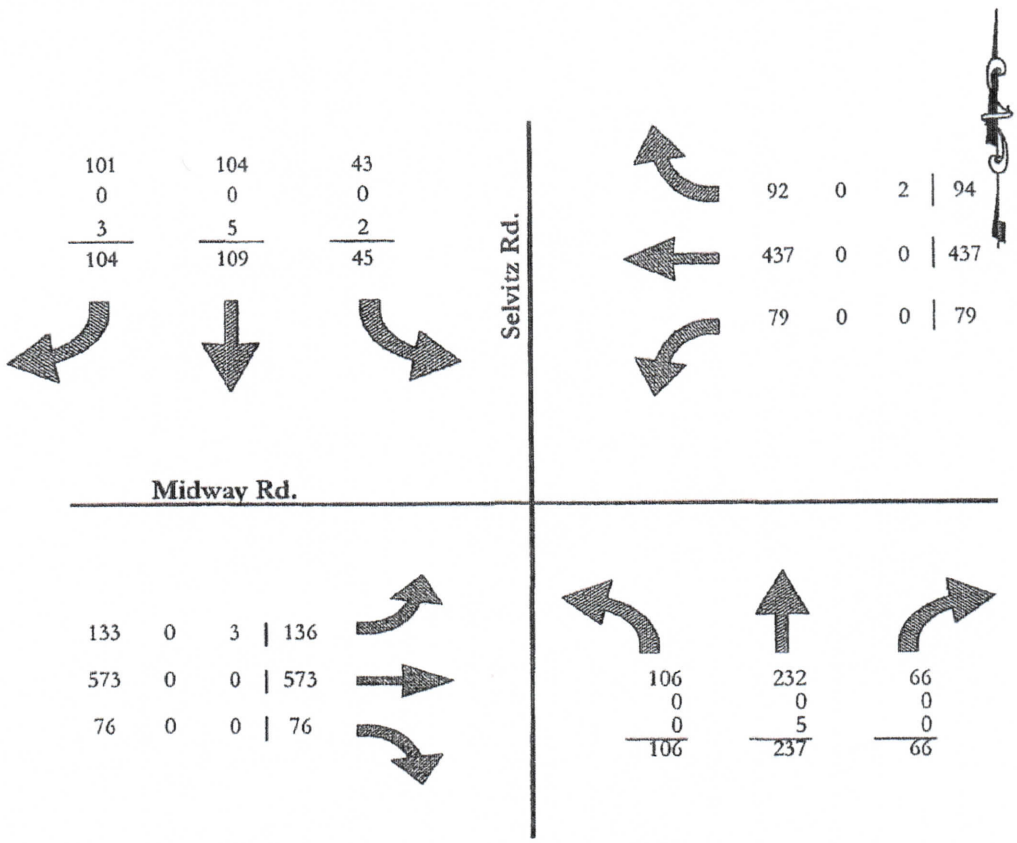
www.millerlegg.com

LOF / DFW



LEGEND

XXX EXISTING TRAFFIC
XXX BACKGROUND
XXX WASTE PRO TRAFFIC IMPACT STUDY
XXX TOTAL TRAFFIC

Buildout year: 2017

Note: No background trips have been identified

FIGURE 4

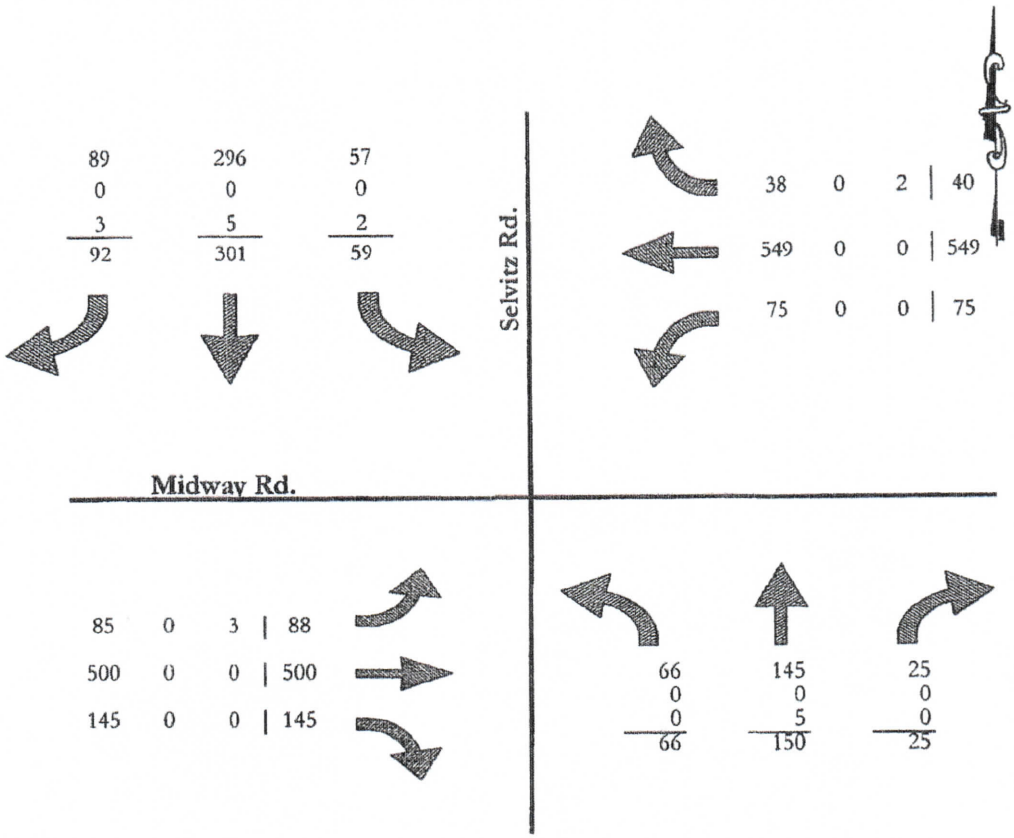
CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
(772) 464-3537
STATE OF FLORIDA BOARD PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4288

AM PEAK HOUR TURNING MOVEMENTS

Selvitz Rd. & Midway Rd.

Waste Pro Traffic Impact Study

P:\Prop-2011\11-033 Waste Pro - Selvitz Location\Traffic\11-033 Traffic Analysis.xls
Calculated by: John Adair, E.I.
Checked By: Stef Marthes, P.E.



LEGEND

XXX EXISTING TRAFFIC
XXX BACKGROUND
XXX WASTE PRO TRAFFIC IMPACT STUDY
XXX TOTAL TRAFFIC

Buildout year: 2017

Note: No background trips have been identified

FIGURE 5

CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
(772) 464-3537
STATE OF FLORIDA BOARD PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4288

PM PEAK HOUR TURNING MOVEMENTS

Selvitz Rd. & Midway Rd.

Waste Pro Traffic Impact Study

AM Peak Hour

AM APPROVED PROJECTS			Southern Grove DRI				Western Grove DRI				Wilson Groves DRI				Riverland DRI				Arcosa			
Road Name	From	To	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W
Midway Rd	Glades Cut Off Rd	East Torino Pkwy	0.2%	Out	3	3	0.7%	Out	4	2	0.7%	Out	7	7	0.7%	Out	10	8	42%	In	25	7
	East Torino Pkwy	Florida's Turnpike	1.6%	Out	21	25	0.7%	Out	4	2	0.7%	Out	7	7	0.7%	Out	10	8	50%	In	30	8
	Florida's Turnpike	Corporate Way	1.6%	Out	21	25	0.7%	Out	4	2	0.7%	Out	7	7	0.7%	Out	10	8	50%	In	30	8
	Corporate Way	Jenkins Rd	1.4%	Out	18	22	0.7%	Out	4	2	0.7%	Out	7	7	0.7%	Out	10	8	50%	In	30	8
	Jenkins Rd	Selvitz Rd	1.1%	Out	14	17	0.7%	Out	4	2	0.7%	Out	7	7	0.7%	Out	10	8	51%	Out	8	30
	Selvitz Rd	25th St	1.1%	Out	14	17	0.6%	Out	3	2	0.6%	Out	6	6	0.6%	Out	8	7	31%	Out	5	18
Selvitz Rd	Bayshore Blvd	Midway Rd	0.2%	Out	3	3	0.0%	Out	0	0	0.0%	Out	0	0	0.0%	Out	0	0	8%	In	5	1
	Midway Rd	Glades Cut Off Rd	0.1%	Out	1	2	0.0%	Out	0	0	0.0%	Out	0	0	0.0%	Out	0	0	10%	Out	2	6
					In	1,555			In	338			In	969			In	1,198		0	In	59
25% of Large Project for 3 year horizon)					Out	1,308			Out	534			Out	952			Out	1,392			Out	16
					In	6,218			In	1,352			In	3,875			In	4,791		0	In	59
					Out	5,233			Out	2,135			Out	3,807			Out	5,568			Out	16

LTC Ranch				Wawa Midway & Selvitz				Village at Midway				Ravinia				Willow Lakes				SUM Directional N/E		SUM Directional S/W		Directional N/E		Directional S/W	
%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	Non-Residential	Residential	Non-Residential	Residential	Double Count	Net	Double Count	Net
17%	Out	69	78	22%	In	17	17	10%	Out	15	36	40%	In	9	27	25%	-	67	85	149	75	158	112	-15	209	-21	248
34%	Out	138	155	29%	In	23	23	10%	Out	15	36	40%	In	9	27	23%	-	61	78	246	70	265	105	-14	302	-21	349
34%	Out	138	155	29%	In	23	23	9%	Out	14	33	40%	In	9	27	23%	-	61	78	245	70	261	105	-14	301	-21	345
19%	Out	76	86	29%	In	23	23	7%	Out	11	25	40%	In	9	27	23%	-	61	78	178	70	181	105	-14	234	-21	265
15%	Out	62	70	36%	In	28	28	7%	Out	11	25	40%	In	9	27	23%	-	61	78	144	70	189	105	-14	200	-21	273
13%	Out	51	58	31%	out	24	24	5%	Out	8	18	55%	In	12	37	19%	-	51	64	119	63	151	102	-13	169	-20	232
1%	In	2	2	15%	In	12	12	0%	-	0	0	0%	-	0	0	3%	-	8	10	21	8	18	10	-2	28	-2	26
1%	out	2	2	18%	out	14	14	0%	-	0	0	0%	-	0	0	1%	-	3	3	19	3	24	3	-1	21	-1	27
		In	457			In	79			In	363			In	22			In	339								
		Out	405			Out	78			Out	151			Out	68			Out	266								
		In	1,828			In	79			In	1,451			In	22			In	1,355								
		Out	1,619			Out	78			Out	603			Out	68			Out	1,065								

+ Transit/Walk/Bike

2/1 5/5 35/32
9/10 10/10 40/47

PM Peak Hour

PM APPROVED PROJECTS			Southern Grove DRI				Western Grove DRI				Wilson Groves DRI				Riverland DRI						Arcosa			
Road Name	From	To	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W
Midway Rd	Glades Cut Off Rd	East Torino Pkwy	0.2%	Out	5	3	0.7%	Out	4	4	0.7%	Out	10	8	0.7%	0	25	Out	13	12	42.0%	In	9	14
	East Torino Pkwy	Florida's Turnpike	1.6%	Out	40	28	0.7%	Out	4	4	0.7%	Out	10	8	0.7%	0	25	Out	13	12	50.0%	In	11	17
	Florida's Turnpike	Corporate Way	1.6%	Out	40	28	0.7%	Out	4	4	0.7%	Out	10	8	0.7%	0	25	Out	13	12	50.0%	In	11	17
	Corporate Way	Jenkins Rd	1.4%	Out	35	24	0.7%	Out	4	4	0.7%	Out	10	8	0.7%	0	25	Out	13	12	50.0%	In	11	17
	Jenkins Rd	Selvitz Rd	1.1%	Out	28	19	0.7%	Out	4	4	0.7%	Out	10	8	0.7%	0	25	Out	13	12	51.0%	Out	17	11
	Selvitz Rd	25th St	1.1%	Out	28	19	0.6%	Out	3	4	0.6%	Out	8	7	0.6%	0	22	Out	11	11	31.0%	Out	11	7
Selvitz Rd	Bayshore Blvd	Midway Rd	0.2%	Out	5	3	0.0%	Out	0	0	0.0%	Out	0	0	0.0%	0	0	Out	0	0	8.0%	In	2	3
	Midway Rd	Glades Cut Off Rd	0.1%	Out	3	2	0.0%	Out	0	0	0.0%	Out	0	0	0.0%	0	0	Out	0	0	10.0%	Out	3	2
(Using 25% of large project for 3 year horizon)					In	1,748			In	628			In	1,136		0	3,593		In	1,774		0	In	21
					Out	2,518			Out	515			Out	1,410					Out	1,819			Out	34
					In	6,990			In	2,510			In	4,543		0	14,372		In	7,095		0	In	21
					Out	10,071			Out	2,061			Out	5,639					Out	7,277			Out	34

LTC Ranch				Wawa Midway & Selvitz				Village at Midway				Ravina				Willow Lakes				SUM Directional N/E		SUM Directional S/W		Directional N/E		Directional S/W	
%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	Non-Residential	Residential	Non-Residential	Residential	Double Count	Net	Double Count	Net
17.0%	Out	112	87	22.0%	in	14	14	10.0%	Out	46	18	40.0%	In	31	18	25%	248	-	65	91	212	96	162	108	-19	288	-22	248
34.0%	Out	225	174	29.0%	in	18	18	10.0%	Out	46	18	40.0%	In	31	25	23%	228	-	60	83	365	90	280	108	-18	437	-22	367
34.0%	Out	225	174	29.0%	in	18	18	9.0%	Out	41	16	40.0%	In	31	25	23%	228	-	60	83	361	90	278	108	-18	433	-22	365
18.8%	OUt	124	96	29.0%	in	18	18	7.0%	Out	32	13	40.0%	In	31	25	23%	228	-	60	83	246	90	193	108	-18	318	-22	280
15.4%	Out	102	79	36.0%	in	22	22	7.0%	Out	32	13	40.0%	In	31	25	23%	228	-	60	83	227	90	169	108	-18	299	-22	255
12.6%	Out	83	65	31.0%	out	19	19	5.0%	Out	23	9	55.0%	In	42	34	19%	189	-	49	69	186	92	140	103	-18	259	-21	222
0.5%	in	3	3	15.0%	in	9	9	0.0%	-	0	0	0.0%	-	0	0	3%	30	-	8	11	19	8	19	11	-2	25	-2	28
0.5%	out	3	3	18.0%	out	11	11	0.0%	-	0	0	0.0%	-	0	0	1%	10	-	3	4	20	3	18	4	-1	22	-1	20
		In	513			In	62			In	182			In	77				In	363							
		Out	661			Out	62			Out	456			Out	44				Out	259							
		In	2,052			In	62			In	726			In	77				In	1,450							
		Out	2,642			Out	62			Out	1,824			Out	44				Out	1,036							

* Transit and Wide Pro 1/3 515 31/36
5/10 10/10 37/40

TABLE 3 -Link Analysis - AM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	2021 Peak Hour Directional Volumes[2]	Growth Rate	2021 AM Peak Hour + Growth	AM Peak Hour Committed Projects Directional	2024 Growth + Committed Peak Direction	Resultant Growth	Peak Hour Service Capacity (E+C)[1]	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity- Peak Hour	Does Project Meet Concurrency?	Project Percent Assignment
Midway Rd	Glades Cut-Off	East Torino Pkwy	EB	IN	NO	1056	1.01	1088	209	1297	1.0709	2100	35	1332	1.67%	YES	20%
	Glades Cut-Off	East Torino Pkwy	WB	OUT	NO	1056	1.01	1088	248	1336	1.0816	2100	10	1346	0.48%	YES	20%
	East Torino Pkwy	Milner(Jenkins)	EB	IN	YES	1001	1.01	1031	301	1332	1.1000	880	52	1384	5.91%	YES[3]	30%
	East Torino Pkwy	Milner(Jenkins)	WB	OUT	NO	1001	1.01	1031	345	1376	1.1120	880	15	1391	1.70%	YES[3]	30%
	Milner(Jenkins)	W of Selvitz Rd	EB	IN	YES	1001	1.01	1031	200	1231	1.0715	790	52	1283	6.58%	YES[3]	30%
	Milner(Jenkins)	W of Selvitz Rd	WB	OUT	NO	1001	1.01	1031	273	1304	1.0922	790	15	1319	1.90%	YES[3]	30%
	W of Selvitz Rd	Selvitz Rd *	EB	IN	NO	1001	1.01	1031	200	1231	1.0715	2100	52	1283	2.48%	YES	30%
	W of Selvitz Rd	Selvitz Rd *	WB	OUT	NO	1001	1.01	1031	273	1304	1.0922	2100	15	1319	0.71%	YES	30%
	Selvitz Rd	Christensen Road*	EB	OUT	NO	793	1.01	817	169	986	1.0753	2100	10	996	0.48%	YES	20%
	Selvitz Rd	Christensen Road*	WB	IN	NO	793	1.01	817	232	1049	1.0978	2100	35	1084	1.67%	YES	20%
	Christensen Rd	E 25th St*	EB	OUT	NO	793	1.01	817	169	986	1.0753	2100	10	996	0.48%	YES	20%
	Christensen Rd	E 25th St*	WB	IN	NO	793	1.01	817	232	1049	1.0978	2100	35	1084	1.67%	YES	20%
Selvitz Rd	Glades Cut-Off Rd	Project Entrance	NB	OUT	NO	504	1.01	519	35	554	1.0322	700	15	569	2.14%	YES	30%
	Glades Cut-Off Rd	Project Entrance	SB	IN	YES	504	1.01	519	32	551	1.0303	700	52	603	7.43%	YES	30%
	Project Entrance	Midway Rd	NB	IN	YES	504	1.01	519	35	554	1.0322	700	122	676	17.43%	YES	70%
	Project Entrance	Midway Rd	SB	OUT	YES	504	1.01	519	32	551	1.0303	700	35	586	5.00%	YES	70%
	Midway Rd	St. James Rd	NB	IN	YES	419	1.01	432	40	472	1.0403	750	35	507	4.67%	YES	20%
	Midway Rd	St. James Rd	SB	OUT	YES	419	1.01	432	47	479	1.0454	750	10	489	1.33%	YES	20%

(1) St. Lucie County 2019 Traffic Counts and LOS Report

(2) FDOT Florida Traffic Online

* Currently 2L under construction to 4DL

(3) Background traffic backlogged, improvements for backlog of 4LD with 2100 capacity will resolve "with project traffic"

Two-Way: 224
Net In: 174
Net Out: 50
Years Grown: 3

TABLE 3 - Link Analysis - PM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	2021 Peak Hour Directional Volumes[2]	Growth Rate	2021 PM Peak Hour + Growth	PM Peak Hour Committed Projects Directional	2024 Growth + Committed Peak Direction	Resultant Growth	Peak Hour Service Capacity (E+C)[1]	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity- Peak Hour	Does Project Meet Concurrency?	Project Percent Assignment
Midway Rd	Glades Cut-Off	East Torino Pkwy	EB	IN	NO	1087	1.01	1120	288	1408	1.0901	2100	13	1421	0.62%	YES	20%
	Glades Cut-Off	East Torino Pkwy	WB	OUT	NO	1087	1.01	1120	248	1368	1.0796	2100	34	1402	1.62%	YES	20%
	East Torino Pkwy	Milner(Jenkins)	EB	IN	NO	1053	1.01	1085	433	1518	1.1296	880	19	1537	2.16%	YES[3]	30%
	East Torino Pkwy	Milner(Jenkins)	WB	OUT	YES	1053	1.01	1085	365	1450	1.1125	880	52	1502	5.91%	YES[3]	30%
	Milner(Jenkins)	W of Selvitz Rd	EB	IN	NO	1053	1.01	1085	299	1384	1.0954	790	19	1403	2.41%	YES[3]	30%
	Milner(Jenkins)	W of Selvitz Rd	WB	OUT	YES	1053	1.01	1085	255	1340	1.0836	790	52	1392	6.58%	YES[3]	30%
	W of Selvitz Rd	Selvitz Rd *	EB	IN	NO	1053	1.01	1085	299	1384	1.0954	2100	19	1403	0.90%	YES	30%
	W of Selvitz Rd	Selvitz Rd *	WB	OUT	NO	1053	1.01	1085	255	1340	1.0836	2100	52	1392	2.48%	YES	30%
	Selvitz Rd	Christensen Road*	EB	OUT	NO	756	1.01	779	259	1038	1.1114	2100	34	1072	1.62%	YES	20%
	Selvitz Rd	Christensen Road*	WB	IN	NO	756	1.01	779	222	1001	1.0981	2100	13	1014	0.62%	YES	20%
	Christensen Rd	E 25th St*	EB	OUT	NO	756	1.01	779	259	1038	1.1114	2100	34	1072	1.62%	YES	20%
	Christensen Rd	E 25th St*	WB	IN	NO	756	1.01	779	222	1001	1.0981	2100	13	1014	0.62%	YES	20%
Selvitz Rd	Glades Cut-Off Rd	Project Entrance	NB	OUT	YES	508	1.01	523	31	554	1.0296	700	52	606	7.43%	YES	30%
	Glades Cut-Off Rd	Project Entrance	SB	IN	NO	508	1.01	523	36	559	1.0326	700	19	578	2.71%	YES	30%
	Project Entrance	Midway Rd	NB	IN	YES	508	1.01	523	31	554	1.0296	700	44	598	6.29%	YES	70%
	Project Entrance	Midway Rd	SB	OUT	YES	508	1.01	523	36	559	1.0326	700	120	679	17.14%	YES	70%
	Midway Rd	St. James Blvd	NB	IN	NO	419	1.01	432	37	469	1.0381	750	13	482	1.73%	YES	20%
	Midway Rd	St. James Blvd	SB	OUT	YES	419	1.01	432	40	472	1.0403	750	34	506	4.53%	YES	20%

(1) St. Lucie County 2019 Traffic Counts and LOS Report

(2) FDOT Florida Traffic Online

* Currently 2L, under construction to 4DL

(3) Background traffic backlogged, improvements for backlog of 4LD with 2100 capacity will resolve "with project traffic"

Two-Way: 235
Net In: 63
Net Out: 172
Years Grown: 3

Background Energy/Selvitz Ft. Pierce CC.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

ETM Solutions, LLC,
Robert Baer, Manager
4060 Selvitz Road
Ft. Pierce, FL 34981

Project #: 24-07000003 Site Plan – 7 acres property with a proposed use to operate and maintain a portable asphalt plant to produce hot mix asphalt pavement. – Technical Review Committee Comments for April 18, 2024 TRC Meeting

City of Fort Pierce Planning Department

- Clarify the hours of operations. To include weekends, if applicable
- Provide examples of noise decimals
- A detail traffic analysis to include
    - Truck routes
    - Peak traffic hours
    - Estimated truck and vehicle traffic during business hours
- Update site plan to correct zoning and FLU. (see Planner if assistance is needed)
- Access needs to be identified on site plan
- Clarify/highlight berm information on site plan

Fort Pierce Engineering Department

Do Not Recommend: Approval

1. The site plan does not meet the requirements of City Code Section 125-313(a)(3)c, specifically:
    a. Plan does not show ingress/egress to roadways (public or private)
    b. Location and dimensions of all existing and proposed parking spaces and loading areas
    c. Location and size of pond or swales
    d. Existing and proposed setbacks to structures, parking lot, and other features
    e. Location of any dumpsters
    f. Location and elevations of all existing and proposed drainage facilities within the site plan area and adjacent vicinity for 100 feet in all directions
    g. Length, width, depth and direction of flow for all ditches
    h. Label contour lines
    i. Clearly provide project boundary lines and dimensions

   j. Identify proposed asphalt areas
2. Add a note to the plan that "All construction shall be in compliance with City of Fort Pierce Code of Ordinances Sections 119 and 125.
3. In accordance with Section 125-314 survey (and site plans) shall be at a minimum scale of one-inch equals 30 feet.
4. The applicant shall coordinate with St. Lucie County for any impacts to Selvitz Road.

Advisory Comments:

1. The drainage was not reviewed. A full review will be completed at the time of the DPCR application.
2. The project shall have all Local, State, and Federal permits as required in place prior to conducting any land clearing operations.

Fort Pierce Building Department

Please be advised that the project may trigger the requirements indicated below:

1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.
2. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.
3. Building Permit required
4. Signed and sealed construction drawings required
5. Sall meet the Fire Prevention Code:
   a. Sprinkler system is required
   b. Smoke alarm system is required

Fort Pierce Police Department

No comments at this time.

St. Lucie County Planning Department

Further dialogue is requested regarding any applicable Impact Fee assessment warranted during the site plan/permitting process.

St. Lucie County PW/Engineering

Corrections:

1. Provide an updated traffic statement with a trip count

2. The driveway requires some repairs and removal of dirt tracking from the Right-of-Way.

Conditions:

1. A Site Development Permit may be required if improvements within the Selvitz Road Right-of-Way are proposed.

City Clerk Office

No comments at this time.

Code Enforcement

No comments at this time.

Fort Pierce Utilities Authority

W/WW Engineering: Approved
Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. Approved

Please contact Sal Scimeca for electric customer requirements and project coordination.
Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
sccimeca@fpua.com
772-466-1600 ext, 6957

Gas: Approved. Natural gas is available.

FPUAnet Fiber: FPUAnet **Approves;** Fiber Internet Service **– Is Available**. If client would like **Fiber Internet Service** from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements if service is desired.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

St. Lucie County Fire District

Site Plan Requires Re-submittal

The Following Conditions/Revisions Are Necessary:

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.
2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
3. Please provide an electronic revised copy of the site plan (pdf format).
4. Please provide written acknowledgement of the conditions/revisions provided.
5. A separate review and permit is required for Underground Fire Mains connected to standpipes, fire hydrants or sprinkler systems.
6. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2)
7. The Fire District reserves the right for future comments at the site plan & building construction phase.
8. Fire apparatus access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft from fire apparatus access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2. (*Installation of a sprinkler system will be required if this distance requirement is not met.)*
9. Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23)
10. Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)
11. Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft. (SLCFD Resolution 740-23)
12. Dead-end roadways serving commercial or residential occupancies must include a cul-de-sac when the roadway length exceeds one hundred-fifty (150) feet. "Y" or "T" type turnaround arrangements are permitted. The minimum length must be equal to the length of the longest fire apparatus. (SLCFD Resolution 740-23)
13. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest

point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.

14. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".
15. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD). NFPA 1141 Chapter 10.1.3.
16. Site Plans submitted in accordance with this Fire Prevention Code shall include the size, layout, and offsite connections for the water distribution system and the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.

Florida Department of Transportation

No comments at this time.

St. Lucie County School Board

No comments at this time.

CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS

File Number 23-176

May 15, 2024

Ms. Kerry Driver, Planner
City of Fort Pierce Planning Department
100 North U.S. 1
Fort Pierce, FL 34950

Subject: **4060 Selvitz Road Site Plan**
City of Fort Pierce Project No.: 24-07000003
TRC Meeting Response Resubmittal

Dear Kerry:

Below please find an item by item response to the outstanding review comments associated with the City's most recent examination of the Minor Site Plan referred to as **4060 Selvitz Road Site Plan**. If as you go through these comments, you have any questions about our responses, please do not hesitate to contact me.

****

CITY OF FORT PIERCE PLANNING DEPARTMENT:

1. **Clarify the hours of operations. To include weekends, if applicable.**

Hours of operation will vary, depending on project service needs. Normal business hours are from 6:00 am to 6:00 pm, however, if a particular project requires nighttime paving operations (typically in support of public improvement projects), there will be some instances where afterhours operations will be required. The project site and activities will be compliant with City of Ft. Pierce noise regulations standards.

2. **Provide examples of noise decimals.**

Modeling and studies at similar locations indicate that we can expect sound levels in the area of 88db at the operating equipment. As you move away from the equipment, the impact levels will drop. We do not anticipate there to be any negative impacts from this site's operation on any residential uses in the area, the closet of which is approximately ½ mile away.

3. **A detail traffic analysis to include Truck routes, Peak traffic hours, Estimated truck and vehicle traffic during business hours.**

A traffic summary statement has been provided, and is attached to this resubmission packet.

4. **Update site plan to correct zoning and FLU. (see Planner if assistance is needed).**

Refer to the general site data and site plan graphics. Area zoning and land use designations have been reviewed and updated as necessary.

5. Access needs to be identified on site plan.

Refer to the project site plan. On sheet 8 the-site's circulation patterns have been depicted.

6. Clarify/highlight berm information on site plan.

Refer to the project site plan, we have added callouts for the TOB or Top of Bank on sheet 4, 6, and 7. Typical section illustrations of the site's perimeter berms have been added as requested.

****

Fort Pierce Engineering Department

1. The site plan does not meet the requirements of City Code Section 125-313(a)(3)c, specifically:

a. Plan does not show ingress/egress to roadways (public or private).

Ingress/egress indications have been clarified on the project site plan. Primary site access is being redirected to the north side of the property. Easement access documents are included as part of this resubmission demonstrating our ability to make use of this pathway.

b. Location and dimensions of all existing and proposed parking spaces and loading areas.

There are no new parking spaces proposed for this development site. The existing uses/structures on this site are all mechanical in nature and not subject to the City Parking Codes. However, there will be operators at this site, and to account for their parking needs we have indicated several parking spaces in the area of east of the machines totaling two, one handicap and one regular. All parking dimensions are compliant with City standards.

c. Location and size of pond or swales.

We have added detailed dimensions and cross sections of all the swales and ponds to be constructed or maintained on this site.

d. Existing and proposed setbacks to structures, parking lot, and other features.

Setback information has been added to the project site plan. There are no permanent structures on this site. All of the mechanical equipment used in the asphalt manufacturing process is considered to be portable, and can be removed or relocated as necessary.

e. Location of any dumpsters.

Currently, there are no dumpsters on the site. Commercial waste generation will be addressed through small can pickups or by removal by on-site staff.

f. Location and elevations of all existing and proposed drainage facilities within the site plan area and adjacent vicinity for 100 feet in all directions.

See Survey for all existing drainage facilities and the site plan for all the proposed facilities within the site plan area. The site plan shows all proposed facilities. All proposed drainage facilities are shown on the site plan.

g. Length, width, depth and direction of flow for all ditches.

The swale dimensions and cross sections have been added to the project site plan sheets 4-7.

h. Label contour lines.

Proposed and existing contour lines have been labeled on sheets 4-7.

i. Clearly provide project boundary lines and dimensions.

The project and property boundary lines have been labeled and dimensioned

j. Identify proposed asphalt areas.

See sheet 3 of the attached site plan packet. The proposed ingress/egress driveway have been added to the north of the property. There are no other areas of proposed asphalt construction.

2. Add a note to the plan that "All construction shall be in compliance with City of Fort Pierce Code of Ordinances Sections 119 and 125.

The requested note has been added to the general notes on Sheet 1 (the Cover Sheet) of the project site plan.

3. In accordance with Section 125-314 survey (and site plans) shall be at a minimum scale of one-inch equals 30 feet.

The project site plan has been updated so that Sheets 4-7 all have a scale of 1"=30'. Sheet 2, 3, 8 of the project site plan packet serves as an overall context development plan for the property and is scaled at 1"=60' . Site surveys are being updated (by others) to reflect the requested scales, and will be submitted at a later time.

4. The applicant shall coordinate with St. Lucie County for any impacts to Selvitz Road.

Comment acknowledged. Coordination with St. Lucie County is currently ongoing; however, we do not require any additional permit approvals from the County as we are making uses of existing driveway comments onto Selvitz Road. We are aware of the County's concerns about dragging of material onto the roadway at our access points and we will endeavor to make sure that we do not contribute further to the ongoing dirt tracking at these locations. .

<u>Advisory Comments:</u>

1. The drainage was not reviewed. A full review will be completed at the time of the DPCR application.

Comment acknowledged. The owners/operators of this facility have been advised of the need for DPCR review of this site, following site plan approval.

2. The project shall have all Local, State, and Federal permits as required in place prior to conducting any land clearing operations.

Comment acknowledged. We probably need to review this matter a little more with you, as there are certain state regulations in place addressing when a local government may require outside agency permits as a pre-condition to the issuance of a local permit. In addition, use of the word 'all' creates some interpretive issues that may need further legal clarification. We will be happy to review this matter further at your convenience.

****

Fort Pierce Building Department:

Please be advised that the project may trigger the requirements indicated below:

1. **Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.**

Comments acknowledged.

2. **All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.**

Comments acknowledged.

3. **Building Permit required**

Based on what is depicted on the project site plan, what particular activities require issuance of a building permit? All asphalt production equipment is considered to be portable, and while anchored to the ground, these are not considered to be permanent structures.

4. **Signed and sealed construction drawings required.**

Comment acknowledged, but again, what drawings are we expected to provide?

5. **Shall meet the Fire Prevention Code:**
   a. **Sprinkler system is required**
   b. **Smoke alarm system is required**

All applicable fire protection codes and standards shall be complied with by the ownership/operating entity.

****

Fort Pierce Police Department:

1. **No comments at this time.**

Comments acknowledged.

****

St. Lucie County Planning Department:

1. **Further dialogue is requested regarding any applicable Impact Fee assessment warranted during the site plan/permitting process.**

Comments acknowledged. We will review this matter directly with the County.

****

St. Lucie County PW/Engineering:

Corrections:

1. **Provide an updated traffic statement with a trip count.**

A traffic summary statement has been provided, and is attached to this resubmission packet.

2. **The driveway requires some repairs and removal of dirt tracking from the Right-of-Way.**

Comments acknowledged. Primary site access is being redirected to the north side of the property. Easement access documents are included as part of this resubmission demonstrating our ability to make use of this pathway. Coordination with St. Lucie County will continue as we complete final site permitting activities, but we do not see where we presently will be required to obtain new access permit approvals as we are making uses of the existing driveway connections onto Selvitz Road. We acknowledge the County's concerns about dragging of material onto the roadway at our access points and we will endeavor to make sure that we do not contribute further to any ongoing dirt tracking issues at this location.

3. **Conditions:**
   a. **A Site Development Permit may be required if improvements within the Selvitz Road Right-of-Way are proposed.**

We do not anticipate the need to make any improvements to, or within, Selvitz Road.

****

City Clerk Office:

1. **No comments at this time.**

Comments acknowledged.

****

Code Enforcement:

1. **No comments at this time.**

Comments acknowledged.

****

Fort Pierce Utilities Authority:

W/WW Engineering: FPUA W/WW Engineering has reviewed the application.
Approved

Electric & Gas Engineering: FPUA Electric Engineering has reviewed the application.
Approved

Please contact Sal Scimeca for electric customer requirements and project coordination.

FPUA Gas Engineering has reviewed the application.
Approved.

Natural gas is available.

FPUA net Fiber: FPUAnet has reviewed the application.
Approved.

Fiber Internet Service – Is Available.

****

St. Lucie County Fire District:

Site Plan Requires Re-submittal. The Following Conditions/Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**

Comments acknowledged. This will be addressed directly with the Fire District.

2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**

Comments acknowledged. This will be addressed directly with the Fire District.

3. **Please provide an electronic revised copy of the site plan (pdf format).**

Comments acknowledged. This will be addressed directly with the Fire District.

4. **Please provide written acknowledgement of the conditions/revisions provided**

Comments acknowledged. This will be addressed directly with the Fire District.

****

Florida Department of Transportation

1. **No comments at this time.**

Comments acknowledged.

****

St. Lucie County School Board

1. **No comments at this time.**

Comments acknowledged.

****

Thank you for your attention to this submission. Again, if you have any questions or need additional back-up, please let me know. Phone number 772-464-3537 ext. 104, email ecoapman@ct-eng.com.

Sincerely,

CULPEPPER & TERPENING, INC.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Technical Review Committee
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry Driver, Planner
RE:	**Site Plan - 24-07000003** **4060 Selvitz Road**
BOARD DATE:	April 18, 2024

Resubmittal of Site Plan at 4060 Selvitz Road
Resubmittal date: June 21, 2024

The above referenced project is being resubmitted for your review and comments. The applicant is requesting a Development Review for a Site Plan at 4060 Selvitz Road.

Please send all comments to kdriver@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

Thank you,
Kerry

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

ETM Solutions, LLC,
Robert Baer, Manager
4060 Selvitz Road
Ft. Pierce, FL 34981

Project #: 24-07000003 Site Plan – 7 acres property with a proposed use to operate and maintain a portable asphalt plant to produce hot mix asphalt pavement. – Resubmittal Comments from April 18, 2024 TRC Meeting

Updated Comments as of June 13, 2024

City of Fort Pierce Planning Department

1. A detail traffic analysis to include truck routes, peak traffic hours, estimated truck and vehicle traffic during business hours. This should be conducted by a Traffic Engineer with volume number of trucks. The submitted Traffic Summary, which is the summary that was provided during the initial submittal is not sufficient.
2. Provide confirmation of noise level/decibels
3. Per your response to comment #5, I should be able to locate the access on sheet 8. The site plan only goes up to page 6. Please advise
4. Page 2 of the site plan has the wrong Zoning identity

Fort Pierce Engineering Department

Do Not Recommend Approval

1. The truck route shall be comprised of asphalt or concrete in accordance with the City of Fort Pierce Code of Ordinances Section 119 and standard details.
2. Advisory Comments:
    a. The drainage was not reviewed. A full review will be completed at the time of the DPCR application.
    b. The project shall have all Local, State, and Federal permits as required in place prior to conducting any land clearing operations. (note this does not preclude issuance of local permits)

Fort Pierce Building Department

N/A

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Fort Pierce Police Department

N/A

St. Lucie County Planning Department

Trip volume projections not provided. Trip projections, correlating with employee and truck trips assigned to Selvitz Road are requested.

St. Lucie County PW/Engineering

The driveway access shall be cleared and restored to its permitted state as a condition.

City Clerk Office

N/A

Code Enforcement

N/A

Fort Pierce Utilities Authority

N/A

St. Lucie County Fire District

The response letter that was included in the resubmittal indicates that the applicant will be addressing issues directly with the Fire District. Application and payment are still required to be submitted.

Florida Department of Transportation

N/A

St. Lucie County School Board

N/A

CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS

C&T Project No.: 23-176
Sender's Email: ecoapman@ct-eng.com

June 21, 2024
VIA: EMAIL

Ms. Kerry Driver
City of Fort Pierce Planning Department
100 North US1 Fort Pierce
Fort Pierce, FL 34950

RE: 4060 Selvitz Road Site Plans
City of Fort Pierce Project No.: 24-07000003
TRC Meeting Response Resubmittal

Dear Ms. Kerry Driver

On behalf of our client, LP Asphalt please accept this in response to your comment letter dated 6/14/24 regarding the site plan submittal for the 4060 Selvitz Rd Asphalt Plant Project, located east of Selvitz Just north of Bandy Blvd.

We have provided the following materials:

1. Revised Site Plan; and
2. SLC Fire District Approval

Our itemized responses are as follows:

City of Fort Pierce Planning Department

1. A detail traffic analysis to include truck routes, peak traffic hours, estimated truck and vehicle traffic during business hours. This should be conducted by a Traffic Engineer with volume number of trucks. The submitted Traffic Summary, which is the summary that was provided during the initial submittal is not sufficient.
   Response: A traffic study was completed at the Ranger Asphalt Plant (a comparable site) on Glades Cutoff Rd on 6/20/24 and the results are depicted on Sheet 1 note number 4, with updated analysis we now have the volume and peak information.

2. Provide confirmation of noise level/decibels
   Response: A noise study was conducted at the Ranger Asphalt Plant (a comparable site) on Glades Cutoff Rd on 6/20/24 and the results on sheet 1 note number 3.

3. Per your response to comment #5, I should be able to locate the access on sheet 8. The site plan only goes up to page 6. Please advise
   Response: See sheet 8 in the complete Revised Site Plan for the vehicle tracking plan and access.

4. Page 2 of the site plan has the wrong Zoning identity
   Response: Zoning has been updated as I-3.

Fort Pierce Engineering Department

1. The truck route shall be comprised of asphalt or concrete in accordance with the City of Fort Pierce Code of Ordinances Section 119 and standard details.
   Response: See sheets 2-8, we have added a paving plan for the site access. Note 1 on the cover sheet states that the project will be compliant with Fort Pierce Code of Ordinances Section 119 and the standard details for pavement and parking are sheet 8.

2. Advisory Comments:
   a. The drainage was not reviewed. A full review will be completed at the time of the DPCR application.
   b. The project shall have all Local, State, and Federal permits as required in place prior to conducting any land clearing operations. (note this does not preclude issuance of local permits)
   Response: Acknowledged.

St. Lucie County Fire District

1. The response letter that was included in the resubmittal indicates that the applicant will be addressing issues directly with the Fire District. As they address Fire District requirements (application, payment, etc.), I will update the comment letter and keep you informed.
   Response: See attached SLC Fire District Approval.

Should you have any questions, please do not hesitate to contact me at (772)464-3537 ext. 104 or via the email address referenced above.

Sincerely,

CULPEPPER & TERPENING, INC.

Edgar Coapman, EI
Project Engineer

Enclosures: As listed above

Cc:

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO: **Kerry Driver, Planner**

FROM: **Selena Griffett, P.E.**

Thru: **Tracy Telle, Assistant City Engineer**

RE: **4060 Selvitz Road – Central Asphalt Plant Site Plan**
TRC No. 24-07000003

DATE: **July 8, 2024**

This is to advise you that we have completed the review of the following documents as received by this office on July 8, 2024:

- ☐ Development Permit Compliance Review
- ☒ Site Plan
- ☐ Executed Construction Contract
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Other _____

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend
- ☐ Variance Approval
- ☒ **Approval**
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ **See Attached for Advisory Comments**

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ADVISORY COMMENTS:

1. The drainage was not reviewed. A full review will be completed at the time of the DPCR application.
2. The project shall have all Local, State, and Federal permits as required in place prior to conducting any land clearing operations. (note this does not preclude issuance of local permits)

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Asphalt Plant – 4060 Selvitz Rd

REVIEW DATE: 4/12/2024

PLANNER: KERRY DRIVER

REVIEWED BY: Captain Andres Elizondo

Site Plan Approved with conditions: ___X____

Site Plan Requires Re-submittal: _____

Site Plan Rejected: _____

The Following Conditions/Revisions Are Necessary:

1. ~~**Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**~~ **Received 6/14/2024.**

2. ~~**Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**~~ **Received 6/19/2024.**

3. ~~**Please provide an electronic revised copy of the site plan (pdf format).**~~ **Received 6/14/2024.**

4. ~~**Please provide written acknowledgement of the conditions/revisions provided.**~~ **Received 6/14/2024.**

5. ~~**A separate review and permit is required for Underground Fire Mains connected to standpipes, fire hydrants or sprinkler systems.**~~ **Received Written Comment Acknowledgement 6/14/2024.**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

6. ~~**Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2)**~~ **Received Written Comment Acknowledgement 6/14/2024.**

7. ~~**The Fire District reserves the right for future comments at the site plan & building construction phase.**~~ **Received Written Comment Acknowledgement 6/14/2024.**

8. ~~**Fire apparatus access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft from fire apparatus access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2. (*Installation of a sprinkler system will be required if this distance requirement is not met.)***~~ **Received Written Comment Acknowledgement 6/14/2024.**

9. ~~**Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23)**~~ **Received Written Comment Acknowledgement 6/14/2024.**

10. ~~**Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)**~~ **Received Written Comment Acknowledgement 6/14/2024.**

11. ~~**Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft. (SLCFD Resolution 740-23)**~~ **Received Written Comment Acknowledgement 6/14/2024.**

12. ~~**Dead-end roadways serving commercial or residential occupancies must include a cul-de-sac when the roadway length exceeds one hundred-fifty (150) feet. "Y" or "T" type turnaround arrangements are permitted. The minimum length must be equal to the length of the longest fire apparatus. (SLCFD Resolution 740-23)**~~ **Received Written Comment Acknowledgement 6/14/2024.**

13. ~~**Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire**~~

~~**hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**~~ **Received Written Comment Acknowledgement 6/14/2024.**

14. ~~**An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".**~~ **Received Written Comment Acknowledgement 6/14/2024.**

15. ~~**Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD). NFPA 1141 Chapter 10.1.3.**~~ **Received Written Comment Acknowledgement 6/14/2024.**

16. ~~**Site Plans submitted in accordance with this Fire Prevention Code shall include the size, layout, and offsite connections for the water distribution system and the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.**~~ **Received Written Comment Acknowledgement 6/14/2024.**

GC

Grant M. Chambers<ChambersG@stlucieco.org>

To: Kerry Driver; Tom DeGrace <tdegrace@ct-eng.com>

Fri 7/12/2024 3:06 PM

Cc: Rick Mancil - LP Asphalt (rick@mancilfamilyllc.com); Edgar Coapman <ecoapman@ct-eng.com>; Shari Johnson Sewell (sharisjohnson@gmail.com)

City of Fort Pierce

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Good afternoon,

SLC Public Works has no other comments. We also concur with SLC Planning's advisory comments.

Grant Chambers, P.E. | Senior Project Engineer | Engineering Division - PW

Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982

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ST. LUCIE COUNTY FLORIDA

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KB

Kori Benton<bentonk@stlucieco.org>

To: Kerry Driver; Tom DeGrace <tdegrace@ct-eng.com>; Kevin Freeman

Mon 7/8/2024 1:07 PM

Cc: Rick Mancil <rick@mancilfamilyllc.com>; Grant M. Chambers <ChambersG@stlucieco.org>; Andres #826 <AElizondo@slcfd.org>; **+2 others**

City of Fort Pierce

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Good afternoon,

Thank you for your coordination, and for the additional documents for review. The SLC Planning Team has no further comments, aside from the following advisory notes:

> *The development parcel does not have frontage; therefore it's expected that the connection shown below will (continue to) be jointly used. The existence of a southbound turn lane is helpful to offset the project traffic. Parking along the joint drive, and the significant amount of sediment movement are noted concern. A painted stop bar, and defined driveway/width at the property line is recommended.*

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, AUGUST 12, 2024, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present:	Justine Carter; Nichelle Clemons; John Heaning; Alexander Edwards; Gloria Baxevanis; Anton Kreisl, Chairman
Absent:	Uline Daniel
Staff Present:	Kev Freeman, Planning Director Vennis Gilmore, Assistant Planning Director Kerry Driver, Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Ms. Daniel was excused.

5. APPROVAL OF MINUTES

a. Planning Board Minutes June 10, 2024

Motion was made by John Heaning, and seconded by Nichelle Clemons to approve the minutes from the June 10, 2024 meeting.

AYE: John Heaning, Alexander Edwards, Gloria Baxevanis, Justine Carter, Nichelle Clemons, Chairman Anton Kreisl

Passed

6. NEW BUSINESS

a. Zoning Text Amendment - Chapter 125 - Zoning, Article V - Conditional Uses, Section 125-243 - Innovative Residential Developments

Mr. Freeman gave an overview of the application and answered questions from the Board. He explained that the Innovative Residential Developments are for small mixed use or residential lots, not needing a major planned development. Mr. Freeman said the city's Comprehensive Plan supports innovative and affordable residential and mixed-use development. He noted the city will need to develop administrative procedures that modify development requirements and streamline development approval procedures. Mr. Freeman stated the City would allow the development of accessory dwelling units in all low and medium density zoning districts. Mr. Freeman highlighted the Innovative Community Development code supports the elements of the accepted Affordable Housing Advisory Committee (AHAC) incentive strategies. Mr. Freeman provided a summary of the code amendments, and he explained the purpose of the subjective review to enhance the community.

Chairman Kreisl asked if this process would function like a Planned Development. Mr. Freeman said yes, the text amendment will give more flexibility to what can be built. He also answered questions from the Board about parking, green space and if the neighbors would be notified.

Mr. Freeman concluded by saying the applicants will need to show how they are contributing to the community. He said nothing is guaranteed and there are no entitlements. Mr. Freeman compared the innovative development to an action plan for the community.

Ms. Carter said it is nice to see the bigger picture of things and Chairman Kreisl said the text amendment is an ambitious and creative idea.

Chad Ingram, a resident, stated he supports the idea, and the Innovative Residential Development plan will have an economic impact on infill lots. He said there will be people living in various sized structures and it will allow a flow of houses along the street. He noted it is for people who are livened by the community and still want to have their own space but still be connected.

Henry Harbinson, a resident, said the idea is good for housing and developers and will blend in well with the neighborhood.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval to the City Commission for the proposed amendments.

AYE: Alexander Edwards, Gloria Baxevanis, Justine Carter, Nichelle Clemons, John Heaning, Chairman Anton Kreisl

Passed

b. **Annexation - Savannah Landing Partners**
2427-801-0056-000-3 and 2427-801-0053-000-2

Ms. Driver gave an overview of the annexation and answered questions from the Board. She said the Annexation is for two (2) parcels of land at or near the intersection of S. US Highway 1 and Dickson Drive. Ms. Driver stated the subject properties have a St. Lucie County Future Land Use designation of Residential High (RH) and a St. Lucie County zoning designation of Residential Multi Family. She said the proposed City Future Land Use designation is Residential High (RH) with a zoning classification of High Density Residential (R-5). The total site area is around 7.26 acres and the current value is $756,500.

Mr. Heaning asked who owns Dickson Drive. He said the road is in need of repair. Mr. Freeman said the road will need to meet county standards and a larger conversation with the city is needed for the city to consider taking over the road.

James Hackett, applicant, stated he understands the roadway approval process with St. Lucie County and the issues will be addressed at the site plan stage. He said the overall vision is for multifamily affordable housing, and he said at this time he does not know what is going to happen at 310 Dickson Drive.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission.

AYE: Gloria Baxevanis, Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Chairman Anton Kreisl

Passed

c. **Annexation - 1835 and 1839 Sandridge Road**

Ms. Driver gave an overview of the application and answered questions from the Board. She stated the properties have a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County zoning classification of Commercial General (CG). The proposed City Future Land Use designation is General Commercial (GC) with a zoning classification of General Commercial (C-3). The site is approximately 2.15 acres and the value of the property is $600,000.

Jason Merritt, property owner, stated the future use of the property will be a restaurant and outdoor entertainment. He stated they are having major issues with the St. Lucie County roadway and the required setbacks shrinking the size of the property.

Jon Nolli, a business owner, said he owns the land to the south. He stated he wants to develop a creative community-oriented place for people to hang out. Mr. Nolli said the property is long and skinny and what they want to do may not work because of the setbacks and problems with the road.

Kev Freeman noted the city will not accept a county road without it being fixed. He said the setbacks can be resolved through the Planned Development process and any roadway negotiations need to be made with St. Lucie County. Mr. Freeman suggested phasing of the project and on-street parking to help with the roadway negotiations and cost.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval to the City Commission.

AYE: Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Chairman Anton Kreisl

Passed

d. **Major Amendment to Planned Development (Master Planned Development) Sunrise Residential - 9850 Midway Road**

Mr. Gilmore gave an overview of the application and answered questions from the Board on Midway roadway improvements. He stated the request is for a Major Amendment to a Planned Development (PD) zone of two (2) parcels of land to amend the PD Zoning from Village at Midway Planned Development to Sunrise Residential Planned Development. Mr. Gilmore said the site area is approximately 516 acres and the Future Land Use is Mixed Use Development (MXD). He showed the adjoining St. Lucie County and Port St. Lucie properties zoning and Future Land Use. Mr. Gilmore provided a brief history of the parcels and compared the original Village at Midway PD plan to the proposed Master Plan Development. He stated the proposed PD plan will be built in two phases and has fewer residential units and less commercial space, which will be a reduction in traffic value. Mr. Gilmore stated the applicant still needs to work with St. Lucie County on the traffic review.

Mr. Freeman said there is significant development on Midway Road with this development and other developments in surrounding municipalities. He stated a Master PD agreement including the traffic contribution improvements is currently being reviewed and will need to be finalized before going to the City Commission. Mr. Freeman said the city has been working with Port St. Lucie, St. Lucie County, Transportation Planning Organization (TPO) and FDOT to keep them informed of the loading and improvements on Midway Road. He highlighted it is important to align with the other developments in the area.

Steve Garrett, applicant representative from Lucido and Associates, gave a presentation on the Sunrise Planned Development and said this will be the southern gateway to the City of Fort Pierce. He showed a rendering of the development plan highlighting the residential single-family and multifamily units and the environmental conservation passive recreation area. Mr. Garrett said the main entrance would be off of Midway Road, and they would be adding an arterial road and an access easement. He said they hope to expand the environmental conservation passive recreation area to the north with other agencies and have over three (3) miles of trail. Mr. Garrett answered questions from the Board on access points and connection to Port St. Lucie, green space, and single-family lot sizes.

Motion was made by John Heaning, and seconded by Gloria Baxevanis to forward a recommendation of approval to the City Commission with the following condition:

1. The applicant and developer of the proposed Master Planned Development Plan shall adhere to and meet all requirements of the Planned Development and Traffic Contribution Agreement submitted with the application for Major Amendment to a Planned Development Zone.

AYE: Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Chairman Anton Kreisl

Passed

e. **Preliminary Plat - Sunrise Residential - 9850 West Midway Road**

Mr. Gilmore gave an overview of the application and answered questions from the Board. He said the applicant is proposing to subdivide approximately 516 acres into 1,590 platted lots for residential use. Mr. Gilmore stated the current zoning is Planned Development (PD) and the Future Land Use is Mixed Use (MXD). He showed the surrounding zoning and Future Land Use for the municipal boundaries of St. Lucie County and Port St. Lucie.

No one spoke for or against the Preliminary Plat.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission with one condition:

1. Prior to the submittal of the Final Plat, the applicant shall address all the City of Fort Pierce Engineering Comments on the Plat document.

AYE: Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Justine Carter, Chairman Anton Kreisl

Passed

f. **Conditional Use with New Construction - Rowe Duplex**
1001 Tennessee Avenue

Mr. Gilmore gave an overview of the application and answered questions from the Board. The request is to build a 2,595 square foot residential duplex with associated site improvements on one (1) parcel of land located in the (C-1), Office Commercial zone with a Future Land Use of Office Professional (OP). The site plan will include three (3) parking spaces per unit; above the minimum required parking spaces and the applicant is proposing the installation of additional landscaping.

David Rowe, owner, said he has owned the property for 60 years, and he wants to put the property to good use.

Motion was made by Nichelle Clemons, and seconded by Gloria Baxevanis to forward a recommendation of approval to the City Commission with the following four (4) conditions:

1. Prior to Certificate of Occupancy, a Landscape Maintenance Agreement is required: The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
   a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
   b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.
   c. Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the

special magistrate for appropriate action.

2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City-regulated trees proposed to be removed as a result of this site's development/construction activity.
3. The proposed sidewalk on South 10th Street and Tennessee Avenue shall be constructed per the City of Fort Pierce Details. A Right-of-Way permit application shall be required and approved by the City of Fort Pierce Engineering Department prior to sidewalk installation.
4. Prior to Certificate of Occupancy, a sidewalk easement shall be required and filed for the portion of sidewalk on South 10th Street to Tennessee Avenue that crosses onto the property.

AYE: John Heaning, Alexander Edwards, Gloria Baxevanis, Justine Carter, Nichelle Clemons, Chairman Anton Kreisl

Passed

g. **Site Plan - Asphalt Plant - 4060 Selvitz Road**

Ms. Driver gave an overview of the application and answered questions from the Board. She said the request is to operate and maintain a portable asphalt plant. The subject parcel has a total of 12.79 acres but only 7.48 acres will be used for the "portable" asphalt plant. While the plant is portable, in that it is capable of being taken apart, shipped and set up in another location, the portable asphalt plant will be permanent on the property. The site is surrounded by Heavy Industrial (I-3) and Planned Development (PD) zoning districts and Heavy Industrial (HI) Future Land Uses. Ms. Driver showed the route plan and noted the applicant meets the landscape requirements.

Tom DeGrace, applicant representative from Culpepper & Terpening answered questions from the Board. He stated that access to the site was from the south driveway, but St. Lucie County asked them to use the driveway to the north. The applicant modified the driveway to get access along the private driveway in place. Mr. DeGrace said the typical hours of operation are 6 AM to 6 PM, but sometimes work is done at night as FDOT and St. Lucie County prefer night work due to traffic concerns. He noted there could be 24-hour shifts. Mr. DeGrace said the proposed stormwater management plan is a discharge pond and is addressed on the site plan.

Rick Mancil, owner of property to the north, granted an access easement, which allows the applicant to use the asphalt roadway. Maintenance is included in the access agreement and shared by all parties. Mr. Mancil said he owns an asphalt plant in Palm City and has been in business for 36 years. He employs 30–40 people, including truck drivers and operators, and only 3–5 people actually work on site. He stated the operation is quiet with no emissions and a lot of the day nothing is running because they are loading out.

Motion was made by John Heaning, and seconded by Alexander Edwards to forward a recommendation of approval with the following two (2) conditions:

1. Prior to issuance of the final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
   - All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

2. A painted stop bar and defined driveway/width at the property line is required to be installed prior to issuance of the final certificate of occupancy.

AYE: Justine Carter, Nichelle Clemons, John Heaning, Alexander Edwards, Gloria Baxevanis, Chairman Anton Kreisl

Passed

7. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

8. **DIRECTOR'S REPORT**

Mr. Freeman explained the city is working through the law enforcement impact fee that will be tied to the impact of development on police services. He said the final data, provided by the police department, will go to the consultant and recommendations will be presented to the City Commission.

Mr. Freeman said he will be presenting a number of ordinances that the Planning Board has seen at the August 19, 2024, City Commission meeting. He said he is hoping to bring the Port Overlay District back to the Planning Board in September.

Mr. Freeman stated he is making very good progress with code changes which are part of the city's strategic plan. He noted that he was already processing some of the code changes prior to the updated strategic plan.

Mr. Freeman said staff is spending lots of time working through the new Tyler online application submittal system.

Mr. Freeman noted the Wave Garden issued a request to move forward with a Community Development District (CDD). It will go to the City Commission once it has been reviewed by the legal department.

Mr. Freeman said the first Live Local Affordable Housing Development has been approved. Since the Live Local Act does not require any public hearings and is approved administratively like a Minor Site Plan, Mr. Freeman said he will bring an update to the Planning Board.

Chairman Kreisl asked about inter-agency roadway improvements. Mr. Freeman said this was used for the Sunrise Planned Development project. All the agencies were pulled together and reviewed the traffic analysis in parallel. In the future, the different agencies will team together to review large-scale developments and developments on the edge of the city.

9. BOARD COMMENTS

Chairman Kreisl asked if there were any updates on amending the Family Entertainment Center definition. Mr. Freeman stated the definition to amend the Family Entertainment Center use and the use table to incorporate it in certain zoning districts will go to the August 19, 2024, City Commission meeting for approval.

Mr. Edwards asked for updates on the Sandridge development. Mr. Freeman said there are no updates because of the high roadway improvement cost required by St. Lucie County.

10. ADJOURNMENT

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RE: Planning

RUN ONCE: Sunday, September 1, 2024

Send Proof of Publication to: Linda W. Cox, City Clerk, lcox@cityoffortpierce.com

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CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, September 16, 2024, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of the following:

1. Application for a Site Plan (Design & Development Review) submitted by applicant ETM Solutions, LLC on behalf of owner Wanda Johnson to operate 325,937 square feet for use of an Asphalt Plant located at 4060 Selvitz Road, more specifically located at Parcel Control Number: 2432-223-0004-000-6.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda Cox, City Clerk
Publish: 09/01/2024

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Site Plan – Asphalt Plant- 4060 Selvitz Road

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

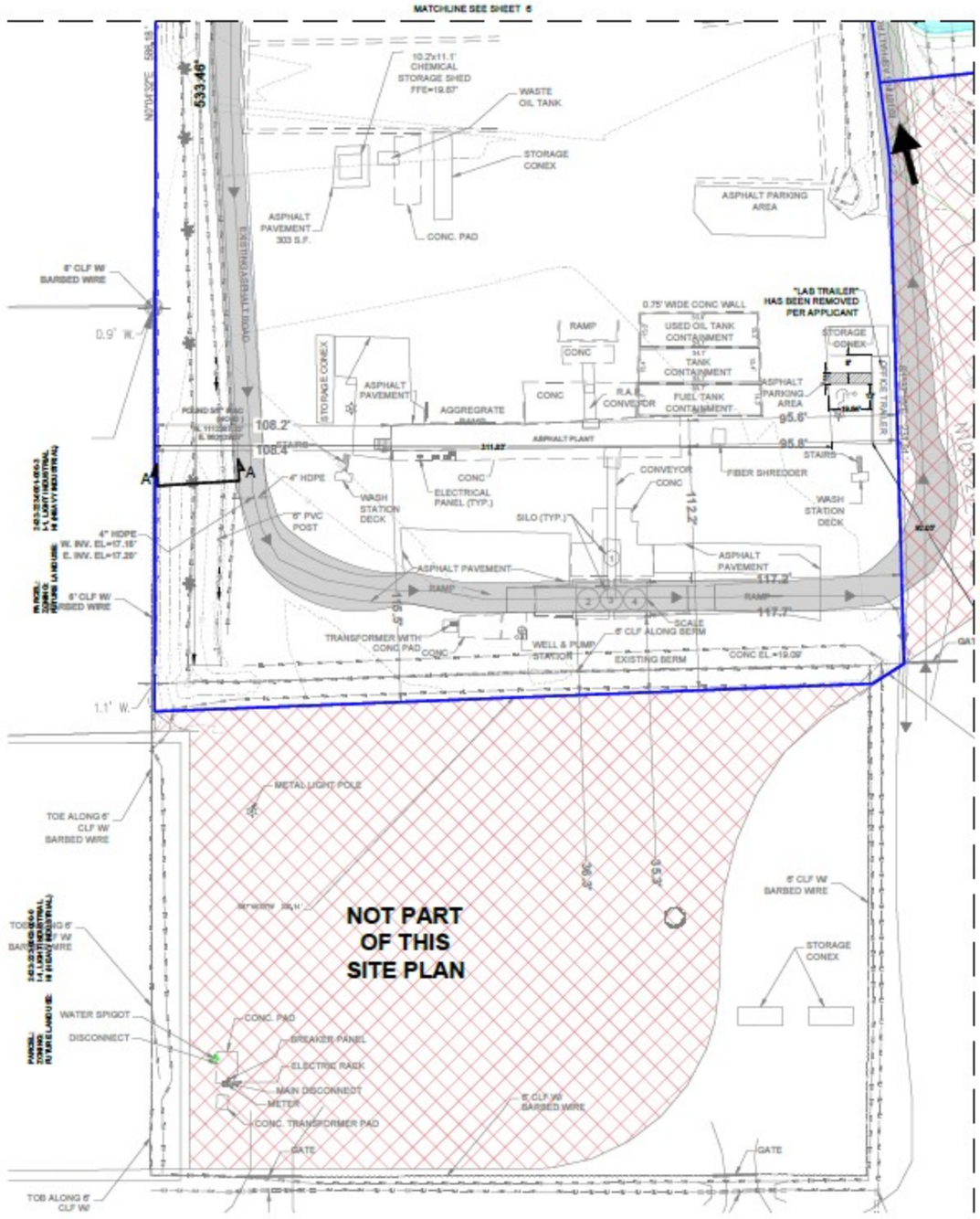
NOTICE BY NEWSPAPER: September 1, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kerry C. Driver **TITLE:** Planner

SIGNATURE:  **DATE:** August 29, 2024





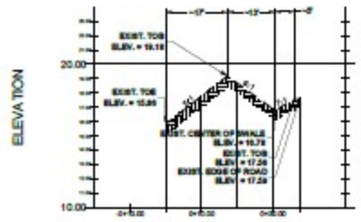
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

LEGEND

- PROJECT BOUNDARY
- EXISTING CONCRETE
- EXIST. TOP OF BANK
- EXIST. TOE OF SLOPE
- PROP. TOP OF BANK
- TOE — PROP. TOE OF SLOPE
- DITCH FLOW ARROW
- PARCEL LINES
- OAK TREE
- PALM TREE
- PROP. DRAINAGE PATH
- PROP. OFFSITE FLOW PATH
- PROP. ASPHALT

SWALE SECTION A-A

H. SCALE: 1"=20'
V. SCALE: 1"=5'



THOMAS J. DEGRACE, P.E. FL. REG. NO. 42354

NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2960 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-3467 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

— REVISIONS —	BY	DATE
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	BY	DATE
DESIGNED	EAC	2/17/24
CALCS.	.	.
DRAWN	EAC	2/17/24
DETAILED	.	.
CHECKED	.	.
APPROVED	.	.

CENTRAL ASPHALT PLANT

SITE PLAN

DATE: 6/21/2024
HORIZ. SCALE: 1" = 30'
VERT. SCALE: N/A
JOB No. 23-176
SHEET 4 of 8

City Commission Regular Meeting - 5:05 pm **13. a.**

Meeting Date: 09/16/2024

Re: 133 N 10th St - Surplus Property Deadline Extension Request

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

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SUBJECT:

Resolution 24-R49 addressing a second request for an extension to comply with the terms of the Quit Claim Deed for 133 N 10th Street.

SUMMARY:

The city-owned surplus property located at 133 N 10th Street was sold to John D. Bess & Brenda V. Smith for $13,100.00 on March 29, 2022. The deed included a requirement for the grantees to commence improvements within twenty-four (24) months.

Initially, the grantees requested a 120-day extension at the April 1, 2024, City Commission meeting to meet this requirement, setting a new deadline of July 30, 2024. Unfortunately, this deadline was not met.

On July 15, 2024, the permit for a new modular single-family home on the property was approved, with fees paid on August 21, 2024. The contractor is now approved to begin construction and anticipates pouring the foundation during the week of September 16, 2024.

John D. Bess and Brenda V. Smith are now requesting an additional 60-day extension to commence improvements, with a proposed new deadline of November 16, 2024.

RECOMMENDATION:

Staff will proceed as directed by the City Commission.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

OTHER INFORMATION:

N/A

OTHER INFORMATION:

N/A

Attachments

RLS Memo
Resolution 24-R49
Email with progress update
Permit Status
Resolution approved 4/1/24
QC Deed

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	09/10/2024 09:39 AM
City Manager	Linda Cox	09/10/2024 09:39 AM

Form Started By: Miriam Garcia
Started On: 08/30/2024 04:56 PM
Final Approval Date: 09/10/2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MIRIAM GARCIA, REDEVELOPMENT SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: RESOLUTION RE EXTENSION OF TIME FOR 133 N 10TH ST

CAO RLS FILE: RLS 24-91

DATE: MARCH 20, 2024

I have reviewed the above Request for Legal Services (RLS) related to Resolution regarding the extension request at 133 N. 10th Street to commence improvements.

I have made suggested changes to the Resolution. Such has been uploaded in a Track Changes and Clean Copy version. The Clean Copy is approved as to form and correctness.

Please note, April 1, 2024 was prefilled for the approval date. If this Resolution is to be placed on a different City Commission agenda, you will need to change the date to the appropriate meeting date.

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

Thank you.
SH/mm

RESOLUTION 24-R49

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, MAKING A DETERMINATION REGARDING **THE REQUEST OF JOHN D. BESS AND BRENDA V. SMITH. FOR AN EXTENSION OF TIME TO COMPLY WITH TERMS OF A QUIT CLAIM DEED FOR 133 N 10TH STREET**, FORT PIERCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce awarded Bid 2021-025 to John D. Bess and Brenda V. Smith for the sale of property located at 133 N 10th Street, Parcel ID 2409-513-0010-000-9 (hereinafter "the Property); and

WHEREAS, by Quit Claim Deed dated March 29, 2022, and recorded with the St. Lucie County Clerk of Court in File No. 5032981, the City of Fort Pierce transferred the Property to John D Bess and Brenda V. Smith subject to certain conditions, including the requirement commencing the improvements within twenty-four (24) months from the date of the deed; and

WHEREAS, in the event John D. Bess and Brenda V. Smith did not commence the improvements within the twenty-four (24) months from the date of the deed, the City retained the right to re-enter the property and ownership of the property shall revert to the City; and

WHEREAS, John D. Bess and Brenda V. Smith has retained general contractor United Construction Company of Florida Inc.; and

WHEREAS, John D. Bess and Brenda V. Smith received the certified completed survey of the property; and

WHEREAS, John D. Bess and Brenda V. Smith were given an extension of 120 days to commence the improvements in compliance with the terms of the Quit Claim Deed with the new deadline of July 30, 2024 and this deadline was not met; and

WHEREAS, the permit for the new modular single-family home was approved on July 15, 2024 and paid for on August 21, 2024; and

WHEREAS, John D. Bess and Brenda V. Smith are requesting an additional 60 days to commence the improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City Commission hereby makes the following determination in response to the request:

☐ The request for an additional extension of 60 days in which to commence the improvements in compliance with the terms of the Quit Claim Deed is hereby approved, with a new deadline of November 16, 2024; **OR**

☐ The request for an additional extension is hereby denied, and staff is directed to take the necessary steps to re-enter the property and cause the property to be reverted to the City pursuant to the terms of the Quit Claim Deed;

SECTION 3. 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 4. All resolutions or parts of resolution in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall become effective immediately upon its passage and adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 16th day of September 2024.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
CITY ATTORNEY

From: jbess
To: Miriam Garcia
Subject: 133 N 10th Street Status Update
Date: Wednesday, August 21, 2024 7:33:16 PM
Attachments: 133 N 10th Impact fee 772.50.pdf

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Hi Ms Garcia,

I write to provide an update on the development status on the lot at: 133 North 10th Street, FP

Today (8/21/24) I filed the final requirements to complete the application to build on the property.

I further paid the $772.50 impact fee. (see attached)

Note: A hurdle remains to receive a full building permit.

My chosen electrical contractor (Tower Electric) is not yet registered to do business in the City of Fort Pierce. Tower Electric is duly certified in the State of Florida but must be also certified in Fort Pierce. Tower is currently working with the FP Building Department to secure a FP building permit. (Hopefully, the electric license will be secured by 8/22/24)

In anticipation of securing a full permit to build, I have arranged a start date with my contractor to begin construction on the property, during the first week of September (9/3 -9/6).

I will keep you informed, as things develop (on not).

Thank you,

John D. Bess
(772) 480-1500 cell/text

Permit Status List

Parcel ID:
2409-513-0010-000/9

Address:
133 N 10TH ST

Application Date:
11/07/23

Owner:
BESS, JOHN

Application Number:
23 - 4396

Application Type:
RESIDENTIAL, SINGLE FAMILY DWELLING

Application Status:
APPROVED

Related Structures and Permits:

Select one of the following to view more information

Structure/Sequence/Permit	Permit Description	Contractor or Sub-Contractor
000 / 000 / ELR / 00	ELECTRICAL - RESIDENTIAL	TOWER ELECTRIC OF PALM BEACH
000 / 000 / MER / 00	MECHANICAL - RESIDENTIAL	SMITH SERVICES INC
000 / 000 / PLR / 00	PLUMBING PERMIT - RESIDENTIAL	LINDQUIST PLUMBING & SUPPLY CO
000 / 000 / RBLD / 00	NEW RESIDENTIAL BLDG PERMIT	UNITED CONSTRUCTION COMPANY OF
000 / 000 / ROOF / 00	ROOFING PERMIT	CANNON, JOHN G.
000 / 000 / SW / 00	SEWER PERMIT	LINDQUIST PLUMBING & SUPPLY CO

Showing 1 to 6 of 6 entries

Project Inspections

RESOLUTION 24-R20

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, MAKING A DETERMINATION REGARDING **THE REQUEST OF JOHN D. BESS AND BRENDA V. SMITH. FOR AN EXTENSION OF TIME TO COMPLY WITH TERMS OF A QUIT CLAIM DEED FOR 133 N 10TH STREET**, FORT PIERCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

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WHEREAS, in the event John D. Bess and Brenda V. Smith did not commence the improvements within the twenty-four (24) months from the date of the deed, the City retained the right to re-enter the property and ownership of the property shall revert to the City; and

WHEREAS, John D. Bess and Brenda V. Smith has retained general contractor United Construction Company of Florida Inc.; and

WHEREAS, John D. Bess and Brenda V. Smith received the certified completed survey of the property; and

WHEREAS, John D. Bess and Brenda V. Smith are requesting an additional 120 days to commence the improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City Commission hereby makes the following determination in response to the request:

☒ The request for an additional extension of 120 days in which to commence the improvements in compliance with the terms of the Quit Claim Deed is hereby approved, with a new deadline of July 30, 2024; **OR**

☐ The request for an additional extension is hereby denied, and staff is directed to take the necessary steps to re-enter the property and cause the property to be reverted to the City pursuant to the terms of the Quit Claim Deed;

SECTION 3. 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 4. All resolutions or parts of resolution in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall become effective immediately upon its passage and adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of April, 2024.

Linda Hudson
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

Linda W. Cox
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA K. HEDGES
CITY ATTORNEY

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5032981 OR BOOK 4817 PAGE 1555, Recorded 05/02/2022 10:44:02 AM Doc
Tax: $91.70

This instrument prepared by:
Tyson Waters, Esq.
Fox McCluskey Bush Robison, PLLC
3461 SE Willoughby Blvd.
Stuart, Florida 34994
File Number: CI57S05

Parcel I.D. No. 2409-513-0010-000-9
Consideration: $13,100.00

QUIT-CLAIM DEED

(THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION)

THIS QUIT-CLAIM DEED is executed this 29th day of March, 2022, by the **CITY OF FORT PIERCE,** a Florida municipal corporation, having an address of 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("**Grantor**"), to **BRENDA V. SMITH AND JOHN D. BESS, as Joint Tenants with Right of Survivorship** (collectively "**Grantee**"), having an address of 5525 16th Street, NW, Washington, DC 20011.

WITNESSETH:

For and in consideration of the sum of ten dollars ($10.00) paid by Grantee to Grantor, and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby remise, release, and quitclaim unto the said Grantee, all that certain piece, parcel or tract of land lying and being in the County of St. Lucie, State of Florida, more particularly described as follows:

SEE ATTACHED EXHIBIT A (the "**Property**").

NOTWITHSTANDING THE FOREGOING, pursuant to that certain City of Fort Pierce Bid No. 2021-025, by and between Grantor and Grantee (a copy of which is on file with the City Clerk), if Grantee fails to commence the improvements as described therein in compliance with the Code of Ordinances of the City of Fort Pierce within twenty-four (24) months from the date hereof, then Grantor, its successors and assigns, shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the above-described Property shall cease and revert immediately to Grantor, its successors and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantee forever; subject to reservations, easements, covenants, restrictions, and limitations of record and all existing public utilities, encroachments, ways, and servitudes howsoever

created.

THIS QUIT-CLAIM DEED is subject to all matters and encumbrances of public records, including but not limited to easements and other interests of the Grantor or other third parties which may touch and concern the Property.

AND Grantor hereby releases all right, title, and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the said Property, and Grantor hereby releases all privileges and rights of entry and all privileges which Grantor may have to mine and develop the same under Section 270.11, Florida Statutes.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its undersigned, all in pursuance of due and lawful authority, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print: Latoya Ransom

Print: Brittany Meredith

CITY OF FORT PIERCE,
a Florida municipal corporation

By: Linda Hudson
Name: Linda Hudson
Title: Mayor

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29th day of March, 2022, by Linda Hudson, as Mayor of the City of Fort Pierce, Florida, who is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

Linda W. Cox
Print Name: _____
Notary Public, State of Florida
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

EXHIBIT A
(The Property)

Lot 2, Block 3, Fairmaur, according to the plat thereof, as recorded in Plat Book 3, Page 49, of the Public Records of St. Lucie County, Florida

City Commission Regular Meeting - 5:05 pm **13. b.**

Meeting Date: 09/16/2024

Re:

SUBJECT:

Resolution 24-R50 appointing an at-large position on the FPUA Board.

SUMMARY:

The at-large term of Krissy Gibbons has expired and she is eligible for reappointment. As is our practice, additional applications were solicited.

RECOMMENDATION:

Select a member

ALTERNATIVES:

Seek additional applications.

RESPONSIBLE STAFF:

City Clerk

COORDINATED WITH:

Communications

Attachments

Resolution 24-R50
Burdge
Clemons
Collins
Galinis
Gibbons
Racine

Form Review

Form Started By: Linda Cox Started On: 08/21/2024 07:55 AM
Final Approval Date: 09/05/2024

RESOLUTION NO. 24-R50

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF A MEMBER OF THE FORT PIERCE UTILITIES AUTHORITY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, , that _____be and is hereby appointed as an at-large member of the Fort Pierce Utilities Authority Board for a term of four years in compliance with city charter and consistent with Resolution 18-R23; said term to commence October 1, 2024, and to expire on September 30, 2028, or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective on October 1, 2024.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 16th day of September, 2024.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES
CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #22587

Date Submitted: 7/22/2024

Name of Board or Boards for which you are applying:*

FT. Pierce Utilities Authority

Name:*

Robert Burdge

Home Address:*

4204 Birkdale Drive

City:*

Fort Pierce

State:*

Florida

Zip:*

34947

How long at this address?*

3 yrs

Telephone Number*

7724660032

If less than two years, provide prior address:

1302 Nobraska Ave 1-c...20 yrs...resident of Fort Pierce for 68 years.

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

retired

Employer:*

former school Board teacher 35.5 yrs

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x] Yes
- [ ] No

If yes, in which organization and in what capacity?

customer of U. A.

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Former Ft. Pierce City Commissioner1988-1996.. Teacher for 35.5 yrs. Former member and "Chairman of St. Lucie Fire District. Education-Bachelor of Arts Degree. Member and Chairman of Planning Board

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Current member of Keep Fort Pierce Beautiful... Parks Committee, Infrastructure surtax committee, Police community advisory Board

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

self

Applicant Email Address:*

Commish33@aol.com

Date:*

July 21,2024

Applicant's Signature:*

robert J. Burdge

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #22607

Date Submitted: 8/2/2024

Name of Board or Boards for which you are applying:*

FPUA - Fort Pierce Utilities Authority

Name:*

Nichelle Clemons

Home Address:*

1712 Ponce De Leon Prado

City:*

Fort Pierce

State:*

FL

Zip:*

34982

How long at this address?*

7 Years

Telephone Number*

678-457-3261

If less than two years, provide prior address:

1712 Ponce De Leon Prado

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Caregiver

Employer:*

n/a

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Ft. Pierce

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

FL

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

See Resume Attached

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

City of Fort Pierce Planning Board

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Comm. Curtis Johnosn

Applicant Email Address:*

nclemons69@gmail.com

Date:*

08/02/2024

Applicant's Signature:*

Nichelle Clemons

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Nichelle Resume FPUA.docx.pdf

Nichelle G. Clemons
1712 Ponce De Leon Prado
Fort Pierce, FL 34982
(678) 457-3261
nclemons69@gmail.com

OBJECTIVE

To obtain a challenging position utilizing my strong organizational skills, management experience and communication skills to produce positive influences and outcomes.

WORK HISTORY

Field Representative
Progressive Turnout Project (PTP) 06/2020-11/2020
Responsibilities were working with existing progressive voter infrastructure to conduct voter outreach, engagement and voter registrations. Working engagement events such as phone banks and registration drives.

Field Organizer
Florida Democratic Party (FDP) ~ Coordinated Campaign 09/2018-12/2018
Responsibilities were working with existing Democratic Party infrastructure to conduct voter outreach, engagement and voter registrations. Worked to build and manage engagement events such as phone banks and registration drives. Recruited, trained and managed volunteers with the aim of building teams. Conducted outreach to local community leaders and progressive organizations.

Clinical Consultant
CVS Caremark Corporation 01/1998-03/2006
Duties were viewing patient profiles for drug utilization reviews and monitoring formulary adherence. Organized and produced clinical symposiums for the medical community. Consulted with physicians and other medical staff on medication therapy, while providing quality care and cost containment.

Pharmacist-in-Charge
Integrated Pharmacy Solutions 01/1994-12/1997
Responsibilities included preparing/dispensing medications, inventory management, counseling physicians/patients, clinical interventions, and clinical education in-services. Represented the pharmacy on the Facility Development and Re-engineering committee and the P & T committee. Other duties were staff training, scheduling and supervising, monitoring formulary adherence, and customer complaints.

Pharmacist-in-Charge
Kroger Drugstore 08/1992-07/1994

EDUCATION

Bachelor of Science in Pharmacy, Florida A. & M. University, 1992

ADDITIONAL EXPERIENCE

- Licensed Realtor in the state of Georgia 04/2001-03/2013
- FAMU NAA Life Member and held many leadership roles, committee and officer positions over the last three decades.
- Annual BenGaay Bowl Co-Chairperson
- Lincoln Park Mainstreet Showcase Newsletter Editor
- Pam Keith 2018 campaign for US Congress volunteer
- Second Chances Florida volunteer
- City of Ft. Pierce Planning Board Member 12/2020-Present
- Lincoln Park Mainstreet L.E.A.P. Initiative Co-founder

Print

Application For Appointment/Reappointment - Submission #22708

Date Submitted: 8/23/2024

Name of Board or Boards for which you are applying:*

Fort Pierce Utilities Authority Board

Name:*

Ryan Collins

Home Address:*

312 Granada Street

City:*

Fort Pierce

State:*

FL

Zip:*

34949

How long at this address?*

2 years

Telephone Number*

772-370-3332

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Real Estate Agent/ Property Management

Employer:*

Reef to Ranch Real Estate/ Treasure Coast Hospitality Services

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

112 Orange Avenue, Fort Pierce, FL 34950; Real Estate Sales and Management

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, state the business and location:

Treasure Coast Hospitality Services; 112 Orange Avenue

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Attached Resume

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Examiners of Contractors; Parking Committee

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

City of Fort Pierce

Applicant Email Address:*

ryecollins@gmail.com

Date:*

08/23/2024

Applicant's Signature:*

Ryan Collins

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

FPUA.pdf

Ryan Collins

Fort Pierce, Florida
(772) 370-3332
ryecollins@gmail.com
312 Granada Street, Fort Pierce, FL 34949

Certifications

Independent Adjuster All Lines 520 License
State of Florida- Department of Financial Services
July 2005

General Lines Property and Casualty 220 License
State of Florida- Department of Financial Services
October 2009

Real Estate Sales Associate
State of Florida- Department of Business & Professional Regulation
August 2017

Limited Surety Agent 234 License
State of Florida- Department of Financial Services
September 2007

Experience

Treasure Coast Hospitality Services — **October 2022- Present**
Managing Owner — Fort Pierce, FL

Vacation Rental Management Services

Reef to Ranch Real Estate — **July 2017- Present**
Sales Agent/ Co-owner — Fort Pierce, FL

Residential and Commercial Sales

Pacesetter Claims Service, Inc — **October 2005- Present**
Catastrophe Insurance Adjuster — Nationwide

Residential and Commercial Claims Adjusting- Catastrophe

A-Harden Bail Bonding — **January 2006- May 2017**
Limited Surety Agent/ Co-owner — Fort Pierce, FL

Limited Surety, Bail Bonding

Education

Ecole Hoteliere de Lausanne — **May 2003**
Hospitality Management — Associates Degree

Indian River State College — **May 2002**
Business Management — Associates Degree

John Carroll High School — **May 2001**
General Education — High School Diploma

Volunteering

City of Fort Pierce- Board of Adjustments — **2016- 2018**
Board Member

City of Fort Pierce- Board of Examiners of Contractors — **2017- Present**
Board Member/ Vice Chair

City of Fort Pierce- Parking Committee — **January 2023- Present**
Board Member/ Vice-Chair

Print

Application For Appointment/Reappointment - Submission #22581

Date Submitted: 7/16/2024

Name of Board or Boards for which you are applying:*

Fort Pierce Utilities Authority

Name:*

Jaimebeth Galinis

Home Address:*

1710 Plover Ave

City:*

Fort Pierce

State:*

FL

Zip:*

34949

How long at this address?*

10+

Telephone Number*

5617155317

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Senior Dir of Customer Experience and Operations

Employer:*

Becton, Dickinson and Company

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

ALG Homes, Inc - Property Management

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [x] Yes
- [ ] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I have worked with and for numerous organizations, large and small; including Office Depot Corporate Headquarters, MEDCO and currently work for BD a medical device manufacture. I enjoy working on development projects with diverse teams, researching, and applying knowledge to help make products and services better for the end users. I believe on the board I could use all these skills to help support FPUA, encourage communication platforms, and bring new ideas forward.

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Board of Adjustments

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

self-referred

Applicant Email Address:*

jaimegalinis@gmail.com

Date:*

7/16/2024

Applicant's Signature:*

Jaimebeth Galinis

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Jaimebeth Vicidomini Galinis 2024.pdf

Jaimebeth Vicidomini Galinis

jaimegalinis@gmail.com • (561) 715-5317
• South Hutchinson Island, FL

Highly skilled and dynamic professional with over 20 years' experience developing and implementing innovative operations and product development strategies to boost revenue and drive business growth.

Accomplished at successfully managing project logistics, campaign development, and operations strategies to achieve business revenue objective and profit goals. Proficient in training and mentoring teams in accordance with relevant regulations and policies to drive corporate objectives. Able to utilize communication skills to cultivate fruitful relationships with customers, staff, vendors and management which establish development and business opportunities. Adept at analyzing consumer and industry trends to promote informed decisions, strategic planning, and marketing success.

Areas of Expertise

- Staff Leadership & Training
- Sales & Marketing Strategies
- Operational Excellence
- Project Management
- Reimbursement Policies
- Forecasting & Budgeting
- Business Development & Integration
- Regulatory & Quality Assurance
- Financial Reporting & Management

Career Experience

BD (Becton, Dickinson, and Company) **2021 – Present**
Sr. Director of Customer Experience and Operations

Oversee strategic direction and operational management of multi-site customer service team. Assess and review processes and procedures to identify growth opportunities, enhance revenue, and streamline operations. Recruit, train, and mentor staff to ensure development of technical knowledge, project management, and customer related skills. Collaborate with cross-functional teams to drive business goals and align client strategies. Supervise and generate key performance indicator (KPI) and initiative progress reports for executive management. Determine appropriate balance of outsourced and in-sourced staffing and support for all business units, considering specific business unit needs, seasonality, and SLAs for agency customers. Develop and implement training program and methodology for customer experience representatives.

- Additional responsibilities include all vendor negotiations, distribution management with 11 site 3PL provider, and providing support to external field selling resources located through the US

DeRoyal, Knoxville, TN **2014 – 2021**
Director of Marketing & Product Development

Directed marketing and product development planning for domestic and international projects. Oversaw product conversion and development, stakeholder engagement, forecasting, and digital design. Supervised and reported on project progression to senior management. Developed and implemented product pricing and sales and marketing strategies to drive profitability and promote products. Established operational goals and collaborate with cross-functional teams to ensure corporate objective success. Analyzed trends, operational processes, healthcare reform acts, and PDAC options to ensure company alignment with guidelines and reimbursement structures.

- Accomplished successful HCPC code change for broad spectrum of wound and therapy devices, which led to millions in annual Ostomy profit increase.

Liberty Medical/Medco, Port St. Lucie, FL **2010 – 2014**
Director of Marketing & Merchandising

Headed program logistics to ensure financial goal success. Designed and established consumer market communication strategies, programs, and budgets to drive profit objectives and identify business opportunities. Conducted strategic analyses of advertising and promotion activities, as well as financial, technological, and demographic trends to identify marketing opportunities and counteract competitor campaigns. Maintained portfolio approach to promote cost effective programs. Coordinated cross-functional collaboration by implementing internal communication strategies.

- Successfully boosted revenue by 40%, developed business, and decreased costs.

Office Depot, Boca Raton, FL **2003 – 2010**
Senior Manager II, Online Marketing & Business Development, Commercial Division 2008 – 2010

Managed training and mentoring of 6-person team, as well as 25 additional resources. Created and implemented online marketing programs, reporting methods, and sales portal tracking systems to ensure operational efficacy and revenue goal success. Generated progression reports regarding online traffic, consumer behavior trends, advertising campaigns, and internet marketing links for tracking and ROI purposes. Established strategies to increase customer traffic, conversion rates, and ROI. Built trust relationships with vendors to promote business growth and market penetration.

- Strategically implemented innovative coupon systems, price increases, and new revenue streams promotions to ensure zero profit loss during recession and housing crisis.

Additional Experience

Senior Manager, Strategic Marketing & Business Solutions Division, Office Depot, Boca Raton, FL
Strategic Vendor Program Manager, Business Solutions Division, Office Depot, Boca Raton, FL
Insert Production Coordinator, Retail Division, Office Depot, Boca Raton, FL
Advertising Business Associate, Sports Nutrition Department, Rexall Sundown, Boca Raton, FL
Marketing and Public Relations Coordinator, Maritime Communications Network, Miramar, FL
Public Relations & Marketing Manager, All VideoNetwork.com, North Palm Beach, FL
Development Specialist, American Cancer Society, Boca Raton, FL

Education

Master of Science, School of Pharmacy, Temple University, Philadelphia, PA
Master of Business Administration, Operations Management, Florida Atlantic University, Boca Raton, FL
Bachelor of Arts in Political Science, University of Florida, Gainesville FL

Certifications

RAQA, Medical Devices, Temple University, School of Pharmacy
Business Administration, Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)

Patents

Pre-Cut Wound Dressing (Helix Design), D912832
Pre-Cut Wound Dressing, D12831

Awards

2019 RFID Automation Winner
NPWT Management Automation
AIM Global

Print

Application For Appointment/Reappointment - Submission #22596

Date Submitted: 7/25/2024

Name of Board or Boards for which you are applying:*

FPUA Board

Name:*

Kristina Gibbons

Home Address:*

1920 Rio Vista Drive

City:* | **State:*** | **Zip:***

Fort Pierce | FL | 34949

How long at this address?* | **Telephone Number***

2018 | 7723705140

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Owner - Varsity Sport Shop and Current Board Member for FPUA

Employer:*

Varsity Sport Shop / FPUA

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

225 Orange Avenue, Fort Pierce, FL 34950 - printing, embroidery and Fort Pierce Boutique

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, state the business and location:

Varsity Sport Shop and FPUA

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [x] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I graduated in 2001 with a degree in Business Management and Entrepreneurship and a minor in Psychology. Fresh out of college I began my career in building and administration in the building materials industry. During that time I was the Assistant Controller for Atlantic Building Materials until we were purchased by Allied Building Products in 2005. For Allied, I ran acquisition training and IT support, managed a team of 80 administrators remotely from FL to HI and restructured several departments including Internal Controls, Sales and Administration. In 2013 I purchased Varsity Sport Shop, which at the time had 1 employee and was located at 211 Orange Avenue in our beautiful downtown. To date, I employ a team of 7 lovely ladies and 1 part-time young man. Together we have grown Varsity to produce 10x more revenue than what it was in 2013 and we continue to expand and support our downtown. I am a founding member of the Downtown Business Alliance and a proud member of the FPUA board. I feel as though I have brought a lot of perspective to FPUA and have enhanced it's growth to what it is today. I keep close contact with the members of the commission and support our One Fort Pierce initiative!

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

FPUA Board

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Tom Perona

Applicant Email Address:*

hello@varsitysportshop.com

Date:*

7/25/2024

Applicant's Signature:*

Kristina Gibbons

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #22577

Date Submitted: 7/14/2024

Name of Board or Boards for which you are applying:*

Planning Board & FUPA

Name:*

Miki Racine

Home Address:*

5420 Amusement Avenue

City:*

Fort Pierce

State:*

FL

Zip:*

34947

How long at this address?*

2 years

Telephone Number*

954-478-4066

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Licensed Public Adjuster

Employer:*

Progressive Insurance

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

Media Company, specializing in digital media & photography

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I am currently a licensed Florida Public Adjuster. I know and understand how to assess and mitigate risk for an organization. I currently hold a Bachelor's Degree in Management and have been gainfully employed in Restaurant Management for over 10 years & Property Casualty Insurance Industry for over 5 years. I know how to work collaboratively with others to support organizational goals.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Facebook post

Applicant Email Address:*

Miki.Racine@Yahoo.com

Date:*

7/14/24

Applicant's Signature:*

Miki Racine

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

MRacine Main Resume .docx

Miki Racine **(954)-478-4066**

EDUCATION:

Broward College, Fort Lauderdale, FL

Bachelors of Applied Science: Supervision & Management

PROFESSIONAL EXPERIENCE:

Progressive Insurance Company **June 2019-Present**

Claims Supervisor:

Responsible for continuous onboarding and training of new hires. Provide oversight for a team of claims representatives including but not limited to the planning of staff work schedules, evaluation of their performance and the results they achieve. Acts as a coach and technical resource for the team. Accountable for day-to-day management processes such as, performance management, coaching and development, and training of claims representatives. Worked alongside Management to review existing business processes and results- to identify trends, create action plans to address problem areas and boost team efficiency.

Jamba Juice **October 2010–March 2019**

District Manager:

Led all aspects of operations of the Jamba Juice brand for 7 stores throughout an assigned territory. Responsibilities included being an ambassador of Jamba's vision & mission statement, Local Store Marketing, Strategic Planning, Business Analysis, Revenue Management, Purchasing, Project Management, Coaching, Training and Development

LEADERSHIP:

2021 Accelerated Development Program- Graduate **March 2021**

- Selected for this highly competitive program to improve leadership skills, accelerate development and learn about various aspects of Progressive business.

Progressive Insurance: East Zone General Manager Award **November 2020**

Was one of only 138 recipients of this prestigious honor among over 5,800 employees. Recognized by Senior Leaders of the claims organization for achieving outstanding results, leadership and having a positive impact on the work environment.

SKILLS & ADDITIONAL INFORMATION:

Languages Spoken: English, Haitian Creole

City Commission Regular Meeting - 5:05 pm **13. c.**

Meeting Date: 09/16/2024

Re:

SUBJECT:

Discussion and direction as required by Resolution 24-R47 regarding the status of City Manager, Nick Mimms, the appointment of Linda Cox as Acting City Manager and the contract for an independent investigation of contract and/or personnel rules and regulation violations based upon the allegations against Nick Mimms.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

24-R47

Contract

Form Review

Form Started By: Tina Rel Started On: 09/09/2024 03:19 PM

Final Approval Date: 09/09/2024

RESOLUTION NO. 24-R47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PLACING NICHOLAS MIMMS ON ADMINISTRATIVE LEAVE WITH PAY; DESIGNATING AN **ACTING CITY MANAGER;** DIRECTING STAFF TO PROVIDE FOR AN INVESTIGATION; DIRECTING REVIEW OF ACTIONS HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Nicholas Mimms, City Manager for the City of Fort Pierce, was arrested on criminal charges on August 14, 2024; and

WHEREAS, the City Commission addressed the arrest at a Special Meeting on August 15, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. Nicholas Mimms is placed on administrative leave with pay effective August 15, 2024.

SECTION 2. The City Commission hereby designates Linda Cox to serve as Acting City Manager and perform the additional duties and responsibilities of the City Manager pursuant to the City of Fort Pierce Charter, Code of Ordinances, Policies, and Rules. Ms. Cox shall be compensated at 10% over and above her salary for the duration of the acting appointment. This appointment may be terminated at any time with or without cause.

SECTION 3. The City Attorney is directed to procure the services of an outside entity with no prior history with the City of Fort Pierce or any of its elected officials to conduct an independent investigation into the alleged actions of Mr. Mimms and report to their findings and recommendations to the City Commission. The investigation shall evaluate whether Mr. Mimms in any way violated the City's Personnel Rules and Regulations or his employment contract.

SECTION 4. The actions taken herein shall be reevaluated by the City Commission at its meeting on September 16, 2024.

SECTION 5. This resolution shall become effective August 19, 2024.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 19th day of August, 2024.

Linda Hudson
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

Linda W Cox
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA K. HEDGES
CITY ATTORNEY

TRASK DAIGNEAULT LLP ATTORNEYS

THOMAS J. TRASK, B.C.S.*
JAY DAIGNEAULT, B.C.S.*
ERICA F. AUGELLO, B.C.S.*
RANDY D. MORA, B.C.S.*
ROBERT M. ESCHENFELDER, B.C.S.*
NANCY MEYER, B.C.S.*
MEGAN HAMISEVICZ

** Board Certified by the Florida Bar in City, County and Local Government Law*

M E M O R A N D U M

DATE: August 19, 2024

TO: Sara Hedges, Esq.
City Attorney, City of Fort Pierce

FROM: Randy Mora, Esq., B.C.S.

RE: City of Fort Pierce: Independent Dual Office Holding Analysis

As the City Attorney for the City of Fort Pierce (the "City"), you have requested my assistance as outside counsel to provide independent legal analysis concerning the potential application of constitutional dual office holding restrictions upon the city clerk were she to be made the acting city manager or interim city manager.

I. EXECUTIVE SUMMARY

The city clerk can serve as the *acting* city manager, assuming the duties of that office, while the appointed city manager is on administrative leave or otherwise unable to perform his official duties, while retaining her title as the appointed city clerk. Owing to the constitutional restriction against dual office holding, the city clerk should not, however, serve as the *interim* or *permanent* city manager, effectively occupying the office of city manager, while simultaneously retaining her title as the appointed city clerk.

II. APPLICABLE FACTS & LEGAL AUTHORITY

A. PRESENT POSTURE

On Wednesday, August 14, 2024, the Florida Department of Law Enforcement arrested Fort Pierce City Manager Nicholas "Nick" Mimms ("Mimms") in connection with charges of bid tampering and official misconduct. In a special meeting held the next day, the City Commission (the "Commission") unanimously agreed to place Mimms on administrative leave with full pay and authorized an independent investigation into the matter. The Commission also indicated an intention for the city clerk, Linda Cox ("Cox"), to temporarily serve as the *acting* city manager while Mimms is on administrative leave. For whatever period Cox may serve as the acting city

manager, the Commission also expressed its intention to appoint one of the deputy clerks to serve as the acting city clerk.

The Commission will be meeting on Monday, August 19, to provide further guidance and direction concerning this transition period.

B. RELEVANT CHARTER & CODE PROVISIONS

The City's Charter (the "Charter") contemplates the creation of a series of departments and officers.[1] The Commission possesses the authority to appoint and remove, with or without cause: "(1) the city manager, (2) the city clerk, (3) the city attorney, (4) the city prosecuting attorney and (5) the city auditor."[2] Similarly, the Charter empowers the Commission to "inquire as a body into the conduct of any officer, department or agency of the city and investigate municipal affairs whenever it deems such actions to be in the public interest."[3]

The Charter contemplates that the city manager shall be the chief executive and administrative head of the City government, subject to appointment by the Commission.[4] Similarly, the city manager can be removed by the Commission at any time, with or without cause.[5] The Charter enumerates the city manager's powers and duties, which generally encompass the supervision and control over all city departments, except the office of the city clerk.[6] This proposition is repeated in the City's Code of Ordinances.[7]

The Charter also provides that the Commission shall appoint an individual to serve as the city clerk.[8] In contrast to the provisions governing the city manager, the Charter does not enumerate each of the clerk's powers and duties.[9] Instead, the City's Code of Ordinances (the "Code") enumerates five functions of the city clerk.[10] In addition to four specific duties, the Code tasks the clerk with "perform[ing] such other duties as may be prescribed by the Charter or required by the clerk by the commission."[11]

C. CHARTER OFFICER EMPLOYMENT AGREEMENTS

On July 6, 2021, the City entered into an employment agreement with Mimms to serve as the City Manager. Mimms' Agreement with the City contemplates his service for a term of five years, unless terminated sooner.[12] Mimms can be terminated by a majority vote of the entire Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the

[1] City Charter at §§ 39, 43, and 44
[2] City Charter at § 20 (a)
[3] City Charter at § 20 (f)
[4] City Charter at §§ 39 and 42
[5] City Charter at § 40
[6] City Charter at § 42
[7] City Code at § 2-84
[8] City Charter at § 44
[9] City Charter at § 44; Cf § 62
[10] City Code at § 2-114
[11] City Code at § 2-114 (4); see also §§ 2-53
[12] July 6, 2021, Employment Agreement at § 1

Commission.[13] Mimms is an employee-at-will and works at the pleasure of the City, which may terminate his agreement at any time.[14]

On January 6, 2020, the City entered into an employment agreement with Linda W. Cox to serve as the city clerk. Cox's Agreement with the City contemplates her service as the city clerk for an initial period of three years, and subject to automatic annual renewals thereafter.[15] Cox's Agreement explicitly states that the city clerk is "an independent and co-equal Charter Officer . . ." and "[n]o other Charter Officer shall have any authority or ability to direct, supervise, or interfere with the administration or activity of the Office of the City Clerk."[16]

Cox's Agreement requires that she at all times "faithfully, industriously, and diligently perform to the best of her ability all duties that may be required of her by virtue of her position as City Clerk, including the performance of all duties set forth in the City Charter, Ordinances, Resolutions and other City policies, and to perform other legal permissible and proper duties and functions to the reasonable satisfaction of the City Commission."[17]

D. FORT PIERCE PERSONNEL POLICIES

Cox's Employment Agreement specifically references or explicitly incorporates the City's Personnel Rules and Regulations (the "PRR") to state that she shall be entitled to receive the same vacation, sick leave, and holiday time as the City Manager, each of which shall be defined in the PRR.[18]

The PRR explicitly provides that, except as modified by contract, "all city offices and positions shall be governed by these Rules and Regulations."[19] The PRR identifies both the City Manager and City Clerk, among others, as members of the "Unclassified Service."[20] Apart from their identification as members of the Unclassified Service, the PRR does not address the potential interplay, overlap, or direct dynamic between the positions of City Clerk and City Manager.

[13] July 6, 2021, Employment Agreement at § 5 (a)
[14] July 6, 2021, Employment Agreement at § 11
[15] January 6, 2020, Employment Agreement at § 1
[16] January 6, 2020, Employment Agreement at § 1
[17] January 6, 2020, Employment Agreement at § 1
[18] See January 6, 2020, Employment Agreement at §§ 4 and 6; see also Fort Pierce, Florida Personnel Rules and Regulations, Rev. April 1, 2017, and Adopted Feb. 20, 2018. *available at* www.cityoffortpierce.com/175/Human-Resources
[19] See PRR at § 2.01
[20] See PRR at § 2.02 C

E. DUAL OFFICE HOLDING RESTRICTIONS

Article II, Section V of the Florida Constitution governs the performance of public officers. It provides, in pertinent part:

> . . . . No person shall hold at the same time more than one office under the government of the state and the counties and municipalities therein, except that a notary public or military officer may hold another office, and any officer may be a member of a constitution revision commission, taxation and budget reform commission, constitutional convention, or statutory body having only advisory powers.

"Underlying this objective is the concern that a conflict of interest will arise by dual officeholding whenever the respective duties of office are inconsistent."[21] In contrast, "[w]here additional duties are assigned to constitutional officers and there is no inconsistency between these new and pre-existing duties, however, the dual officeholding prohibition does not preclude such an assignment."[22] In these instances, "newly assigned duties are viewed merely as an addition to existing responsibilities."[23]

While the term "office" is not defined by the Constitution, the Supreme Court of Florida has stated that "[t]he term 'office' implies a delegation of a portion of the sovereign power to, and the possession of it by, the person filling the office. . . ."[24] The Court added "the term 'office' embraces the idea of tenure, duration, and duties in exercising some portion of the sovereign power, conferred or defined by law and not by contract."[25] Consequently it is the nature of the powers and duties of a particular position which determines whether it is an "office", as opposed to an employment.

Persuasive legal authority[26] has opined that persons serving as city managers and city clerks, whose office and duties are provided for in their respective charters, hold 'offices' as opposed to employment.[27] Consequently, similar persuasive legal authority has opined that while a city manager *cannot* simultaneously serve as a city clerk, and *vice-versa*, their respective duties *can* be imposed on one another in an *ex officio* fashion.[28] In 1981, for example, the Office of the Attorney General specifically considered the question of whether "the city clerk [could] serve as acting city manager, performing the duties of that office, without violating the dual officeholding prohibition?" There, the opinion concluded that "the imposition of additional or *ex officio* duties

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[21] Bath Club, Inc. v. Dade County, 394 So.2d 110, 112 (Fla. 1981)
[22] Id.
[23] Id.
[24] State ex rel. Holloway v. Sheats, 83 So. 508, 509 (Fla. 1919)
[25] Id.
[26] See, e.g., Palm Beach County v. Hudspeth, 540 So.2d 147, 152 (Fla. 4th DCA 1989) ("Opinions of the Attorney General are considered persuasive, but do not constitute binding authority on the courts of Florida")
[27] State v. Bloodworth, 134 Fla. 369 (Fla. 1938); Fla. Attorney Gen Ops. 81-72 (Oct. 4, 1981); 86-48 (June 24, 1986), 91-48 (July 8, 1991)
[28] Attorney Gen. Ops. 81-72 (Oct. 4, 1981), 91-48 (July 8, 1991) and 2007-43 (Oct. 16, 2007); see also "EX OFFICIO", Black's Law Dictionary (12th ed. 2024) (defined as "[b]y virtue or because of an office; by virtue of the authority implied by office")

and responsibilities upon the city clerk by the city council to perform *ex officio* duties of another office would not be violative of s. 5(a), Art. II, State Const., provided that the additional duties imposed are in no way inconsistent with the municipal duties already being performed by the city clerk."[29]

Indeed, it has long been a settled rule in the State of Florida that, assuming an officeholder is subject to the constitutional dual office holding prohibition, they can, by legislative designation, perform the functions of another or additional office without contravening the constitutional limitation. [30] Again, the newly assigned duties are merely viewed as an addition to the existing duties of the officer, and not the appointment to or occupancy of another office.

The established consequence for dual office holding has traditionally been the resignation of the first office.[31] The constitutional prohibition provides no sanction for its violation, but instead reflects the common law rule that by accepting an incompatible office, the officeholder made a binding choice to vacate the first office.[32] Notably, though Florida recognizes this rule, it also recognizes that in such situations the officer becomes a *de facto* officer as to their original office. In practice, this means that the surrender of the first office does not invalidate the acts in that office, but rather the official is deemed the *de facto* person holding the office until ousted by proper process.

III. LEGAL ANALYSIS & CONCLUSIONS

Based on the foregoing, Cox can serve as the *acting* city manager, assuming the duties of that office, while the appointed city manager is on administrative leave or otherwise unable to perform his official duties. According to the City's Code the city clerk is tasked with "perform[ing] such other duties as may be . . . required by the clerk by the commission."[33] Similarly, Cox's employment agreement provides she must "perform other legal permissible and proper duties and functions to the reasonable satisfaction of the City Commission."[34] At present, the Commission intends to adopt a resolution appointing the Cox, the city clerk, as the "acting" city manager, while the appointed city manager, Mimms, remains on administrative leave. The delegation of the manager's duties to Cox does not, based on the foregoing authority, contravene dual office restrictions.

The city clerk should not, however, serve as the *interim or permanent* city manager while simultaneously retaining her title as the appointed city clerk. This is a distinction with a meaningful legal difference because, in this context, the city clerk would not merely be performing the manager's duties but occupying the office of city manager as well. If the Commission desired to

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[29] Attorney Gen. Op. 81-72 (Oct. 4, 1981)
[30] State v. Florida State Turnpike Authority, 80 So.2d 337 (Fla. 1955); State *ex rel.* Gibbs v. Gordon, 189 So. 437 (Fla. 1939); Bath Club, Inc., 394 So.2d 110 (Fla. 1981); City of Riviera Beach v. Palm Beach County Solid Waste Authority, 502 So.2d 1335 (Fla. 4th DCA 1987); and City of Orlando v. State Dep't of Ins., 528 So.2d 468 (Fla. 1st DCA 1988).
[31] Holley v. Adams, 238 So.2d 40, 407 (Fla. 1970)
[32] Gryzik v. State, 380 So.2d 1102, 1104-05 (Fla. 1st DCA 1980), *citing* O'Connor v. Calandrillo, 117 N.J. Super. 586, 592-93 (N.J. 1971).
[33] See City Code at § 2-114
[34] January 6, 2020, Employment Agreement at § 1

appoint Cox as the interim or permanent manager, and Cox were agreeable to such change, she should first resign from the office of city clerk.

For the same reason, I recommend that the City not appoint one of the deputy clerks to serve as the "acting" city clerk while Cox is serving as the acting city manager. Doing so may imply that the office of the city clerk is vacant, which it would not be as Cox will remain the city clerk while performing some or all of the manger's duties in an "acting" capacity. The duties Cox performs will be *in addition to* her duties as the city clerk, not in replacement of those duties. Instead, the Commission should allow the city clerk to utilize the City's deputy clerks and other staff to assist Cox in the performance of her regular and temporary acting duties until the Commission is able to appoint an interim or permanent manager.

This analysis is premised upon an understanding of the facts as they are set forth in this memorandum. The legal analysis and conclusions set forth herein may differ should additional facts become available. This legal analysis does not consider how any such reappointment may impact eligibility for or contributions to any employment benefit, retirement, or deferred compensation program, or any professional membership organization.

Respectfully submitted,



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Dual officeholding ; city clerk and manager

Number: AGO 81-72

Date: January 08, 1998

Subject:
Dual officeholding ; city clerk and manager

DUAL OFFICEHOLDERS--CITY CLERK DESIGNATED TO PERFORM EX OFFICIO DUTIES OF CITY MANAGER

To: Mr. Isadore F. Rommes, Jr., City Attorney, City of Perry

Prepared by: Joslyn Wilson, Assistant Attorney General

QUESTION:

May the city clerk serve as acting city manager, performing the duties of that office, without violating the dual officeholding prohibition in s. 5(a), Art. II, State Const.?

SUMMARY:

The city council as the legislative body of the city may by ordinance impose ad interim the additional or ex officio duties and functions of the office of city manager on the city clerk and the designation of such officer to perform ex officio the duties and responsibilities of the city manager until such time as the city council has duly appointed a permanent city manager does not violate s. 5(a), Art. II, State Const.

You state that the City of Perry recently adopted a new charter which substantially revises the governmental structure of the city and provides for the administration of city government by an appointive city manager. The new charter also abolishes the position of city clerk which under the old charter was an elective position. The present city clerk, however, will continue in office until his present term expires in 1983. According to your letter, the city council is now in the process of hiring a city manager but does not anticipate filling that position immediately; the council therefore has discussed the appointment of the city clerk as acting city manager until a permanent city manager is hired. Section 10.03(E), Art. X, places a duty on the city council, subsequent to the adoption of the new charter, to "consider the appointment of a city manager or *acting* city manager." (Emphasis supplied.) A question, however, has arisen as to whether such an appointment or assignment of the duties of city manager to the city clerk violates the dual officeholding provisions of s. 5(a), Art. II, State Const.

Section 5(a), Art. II, State Const., prohibits a person from simultaneously holding "more than one office under the government of the state and the counties and municipalities therein . . .." In the instant inquiry, it is not necessary to determine whether the new appointive position of city manager and the continued elective position of city clerk are municipal offices as both the city manager and the city clerk are clearly designated as officers of the city by the newly adopted city

charter, and under the provisions of the former charter the city clerk clearly is an elected officer of the city. *See* s. 3.01, Art. III, of the new city charter which states that there shall be a city manager who shall be the chief administrative *officer* of the city; and s. 10.02(c), Art. X, which provides in part that the elective *office* of city clerk as defined in the former charter of the city is abolished but that said *officer*, presently serving in such *office*, will continue until his term expires, pursuant to the provisions of the former charter of the City of Perry. *See also* s. 31, Art. VI, of the former charter of the City of Perry, Ch. 5359, 1903, Laws of Florida, as amended by s. 5, Ch. 5535, 1905, Laws of Florida; s. 4, Ch. 31170, 1955, Laws of Florida; and Ch. 63-1779, Laws of Florida.

Recently the Florida Supreme Court in Bath Club Inc. v. Dade County, 394 So.2d 110, 112 (Fla. 1981), considered the constitutional provision against dual officeholding, stating that s. 5(a), Art. II, State Const., was "manifestly fashioned to ensure that multiple state, county, and municipal offices will not be held by the same person. Underlying this objective is the concern that a conflict of interest will arise by dual officeholding whenever the respective duties of office are inconsistent." Where, however, additional or ex officio duties are imposed upon or assigned to a particular officer by the legislative body of a municipality and there is no inconsistency between the new and the preexisting duties, the dual officeholding prohibition does not preclude such an assignment. The newly assigned duties are viewed as an addition to the existing duties of the officer. *See* Bath Club Inc. v. Dade County, *supra;* State v. Florida State Turnpike Authority, 80 So.2d 337 (Fla. 1955); State *ex rel.* Gibbs v. Gordon, 189 So. 437 (Fla. 1939), and AGO's 080-97 and 080-12. Thus the imposition of additional or ex officio duties and responsibilities upon the city clerk by the city council to perform ex officio duties of another office would not be violative of s. 5(a), Art. II, State Const., provided that the additional duties imposed are in no way inconsistent with the municipal duties already being performed by the city clerk.

Under the provisions of the former city charter (pursuant to which the city clerk continues to serve, *see* s. 10.02(C), Art. X, of the new charter), the functions and duties of the clerk "shall be as prescribed by ordinance of the city council." *See* s. 31, Art. VI, Ch. 5359, 1903, Laws of Florida, as amended. The new charter provides that the city manager is responsible to the city council for the administration of all city affairs, s. 3.01, Art. III; s. 3.04, Art. III sets forth the powers and duties of the city manager which include, *inter alia*, advising the city council as to the financial needs of the city, preparing the annual budget, and performing "such other duties as he may be prescribed by this Charter, or may be required of him by the city council, not inconsistant [sic] herewith." It does not appear from my examination of the former and the new city charters that the offices of city clerk and city manager and the duties and responsibilities assigned to each are incompatible. Accordingly, if the city council by ordinance imposes ad interim the additional or extra duties and functions of the city manager prescribed in the new charter on the city clerk, the clerk may serve as the acting city manager performing such duties until such time as the city council has duly appointed a city manager. *Cf.* s. 3.03, Art. III, of the new charter which provides that during the temporary absence or disability of the city manager, the city manager shall designate, subject to the council's approval, a qualified city administrative officer as acting city manager; the council, however, "may revoke such designation at any time and thereupon shall appoint another officer of the city to serve until the city manager shall return or his disability shall cease."

CITY OF FORT PIERCE, FLORIDA

NICHOLAS MIMMS
CITY MANAGER

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into effective July 6, 2021, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to "**CITY**" and **NICHOLAS MIMMS**, hereafter referred to as "**MIMMS**".

WHEREAS, CITY desires to secure the services of **MIMMS** as City Manager for a minimum of five (5) years from the Effective Date of this agreement and **MIMMS** desires to accept such position; and

WHEREAS, CITY and **MIMMS** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **MIMMS** has agreed.

NOW, THEREFORE, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **MIMMS** agree with each other as follows:

1. Employment.

MIMMS will render full time professional services to **CITY** in the capacity of City Manager of the **CITY** for the term of five (5) years, commencing July 6, 2021 (the "Effective Date"), through July 6, 2026. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis.

MIMMS shall devote all of his time, attention, knowledge and skill, solely and exclusively

to the business and interest of the City of Fort Pierce, and the public which it serves. **MIMMS** will at all times faithfully, industriously, and diligently perform to the best of his ability all duties that may be required of him by virtue of his position as City Manager, including the performance of all duties set forth in the City Charter, Ordinances, Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. In performing such duties, **MIMMS** further agrees to be subject to the ICMA Code of Ethics, and to otherwise devote full time and attention to his work as City Manager. Nothing herein shall prohibit **MIMMS** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from his performance of the terms of this Agreement. In the event **MIMMS** makes formal application for full-time employment elsewhere while serving as City Manager, he shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

2. Compensation.

In consideration for these services as City Manager, **CITY** agrees to pay **MIMMS** an annual base salary of ONE-HUNDRED SEVENTY-ONE THOUSAND DOLLARS ($171,000) per annum, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **MIMMS**' performance by the City Commission. Base annual salary adjustments, including cost of living increases, for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **MIMMS**' base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

3. Performance Evaluations.

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **MIMMS'** performance as City Manager. These performance evaluations shall occur during the calendar month of June of each year, and the matter of the performance evaluation shall be agendaed by the City Manager, to be discussed by the City Commission, at the first City Commission Conference Agenda Meeting in June of each year of this Agreement. These performance reviews shall consider continuing management objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **MIMMS**.

Should it be determined that **MIMMS** was successful in his overall performance, and if the Commission, in its sole discretion, determines that the fiscal condition of the **CITY** is sufficient, the City Commission will consider **MIMMS'** compensation and benefits, and endeavor to maintain them at a level commensurate with his peers in the city management profession in similarly situated Florida cities and the rate of general inflation in the economy.

4. Benefits.

In addition to annual compensation specified above, the **CITY** agrees to provide **MIMMS** with the following benefits:

a) **MIMMS** shall be entitled to receive the same vacation, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

b) Paid attendance at the ICMA annual conference at a rate agreed upon by the City Commission and **MIMMS**.

c) Lease or car allowance at $350.00 per month, or such other rate agreed upon by the City Commission.

d) Membership dues to professional associations and societies and to such service organizations and clubs of which **MIMMS** is a member, subject to the approval of the City Commission.

e) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

f) Retirement benefits as per General Coverage Plan eliminating the maximum pension annuity

5. Termination

At all times during the term of this Agreement, **MIMMS** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **MIMMS** as City Manager, **MIMMS** shall have the right to declare that such amendments constitute termination; or

c) If **MIMMS** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

6. Severance.

Except as provided in this Agreement, severance will be paid to **MIMMS** when employment is terminated as defined in Paragraph 6 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **MIMMS** his then annual base salary for One Hundred Twenty (120) consecutive days thereafter, and the **CITY** shall also maintain **MIMMS**' life insurance and major medical insurance coverage paid up and in effect during such period. **MIMMS** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **MIMMS** shall not be required to perform any duties for the City or come to the City.

The severance provisions set forth herein shall not apply and the City shall not be obligated to pay the One Hundred Twenty (120) days severance in the event **MIMMS** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Manager, or material breach by **MIMMS** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, **CITY** shall have no obligation to pay the aggregate severance sum designated in this paragraph.

7. Attendance at Meetings.

The **CITY** agrees to permit **MIMMS** to be absent from the **CITY** during working days to attend professional meetings and to attend to such outside professional duties in the city management field as have been mutually agreed upon between him and the City Commission. Attendance at such approved meetings and accomplishment of approved professional duties

shall be fully compensated service time and shall not be considered vacation time. The **CITY** shall reimburse **MIMMS** for all reasonable expenses incurred by him incident to attendance at approved professional meetings; provided, however, that such reimbursement is appropriate and within the limits of the City's budget.

8. Best Efforts of Employee.

MIMMS agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all the duties which may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**.

MIMMS further agrees that he will continue his education and training so that he will keep up with or exceed education requirements of his position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

9. Disability.

If **MIMMS** is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **MIMMS** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

10. Residency.

MIMMS shall, at all times, maintain permanent residency within the City of Fort Pierce, Florida, during his term as City Manager.

11. Employee-At-Will.

MIMMS is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

12. Liability Claims.

The **CITY** shall defend and save harmless **MIMMS**, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **MIMMS'** duties as City Manager of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **MIMMS'** employment or services or for claims for punitive damages. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **MIMMS'** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **MIMMS** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

13. Voluntary Resignation.

In the event **MIMMS** voluntarily resigns his position with the **CITY**, **MIMMS** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, **MIMMS** shall not be entitled to nor shall the

CITY be liable to pay severance if **MIMMS** resigns.

14. General Provisions.

The following general provisions shall govern this Agreement:

a) This Agreement shall be governed in accordance with the laws of the State of Florida.

b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **MIMMS**, his administrators, executors, legatees, heirs, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

CITY OF FORT PIERCE, FLORIDA

ATTEST:

Linda Cox, City Clerk

By: Linda Hudson

Linda Hudson, Mayor

EMPLOYEE:

Nicholas Mimms

Approved as to Form and Correctness
For Use by the City of Fort Pierce:

City Attorney