



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

OCTOBER 28, 2024

AT 5:30 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Campbell Rich
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Laura Giobbi
Commissioner Sean Reed

ADMINISTRATIVE

City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

Agenda items are available on our website at <http://www.cityofstuart.us>
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

CONSENT CALENDAR

1. MUTUAL AID AGREEMENT WITH FDLE FOR S.A.F.E. GRANT INVESTIGATIONS (RC):

RESOLUTION No. 107-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CHIEF OF THE STUART POLICE DEPARTMENT TO ENTER INTO A MUTUAL AID AGREEMENT (MAA) WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E) INITIATIVE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

2. ITB #2024-109 DYER DR DRAINAGE IMPROVEMENTS (RC):

RESOLUTION No. 113-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF INVITATION TO BID #2024-109, CITY OF STUART'S SW DYER DRIVE DRAINAGE IMPROVEMENT PROJECT, TO PRP CONSTRUCTION GROUP, LLC OF INDIANTOWN, FLORIDA, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$230,835; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

DISCUSSION AND DELIBERATION

3. COMMISSIONER CODE OF CONDUCT REVIEW

ADJOURNMENT

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.

INVOCATION: Any invocation that may be offered at the opening of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 10/28/2024

Prepared by: Flamur Zenelovic

Title of Item:

MUTUAL AID AGREEMENT WITH FDLE FOR S.A.F.E. GRANT INVESTIGATIONS (RC):

RESOLUTION No. 107-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CHIEF OF THE STUART POLICE DEPARTMENT TO ENTER INTO A MUTUAL AID AGREEMENT (MAA) WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E) INITIATIVE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Resolution to enter into a Mutual Aid Agreement (MAA) with The Florida Department of Law Enforcement (FDLE) to jointly work fentanyl drug investigations. This type of mutual aid agreement allows Stuart Police Officers and the FDLE to not only investigate fentanyl drug investigations in Stuart, but also investigate the source of the fentanyl that is trafficked in our city.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 107-2024

ATTACHMENTS:

1. R107-2024 Authorization to Enter Into Memorandum 107-2024
2. SAFE MAA (FY24-25)
3. MAA - Addendum A (FY24-25)



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 107-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CHIEF OF THE STUART POLICE DEPARTMENT TO ENTER INTO A MUTUAL AID AGREEMENT (MAA) WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E) INITIATIVE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Stuart Police Department, the Florida Department of Law Enforcement and numerous other Law Enforcement Agencies across Florida have joined together to create the S.A.F.E. Mutual Aid group, hereinafter referred to as the S.A.F.E. INITIATIVE, intended to combat the fentanyl crisis by identifying fentanyl related crimes, to include: racketeering, drug law violations, and related criminal violations, and by dismantling groups engaged and targeting major violators in such activity which may affect single or multiple jurisdictions; and

WHEREAS, the Stuart Police Department, the Florida Department of Law Enforcement, and other law enforcement agencies involved in the S.A.F.E. INITIATIVE have the authority under Part 1, Chapter 23, Florida Statutes, “the Florida Mutual Aid Act,” to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdiction lines; and

WHEREAS, the agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through coordination of members of agencies involved in the S.A.F.E. INITIATIVE; and

R107-2024 Authorization to Enter into Memorandum Aid Agreement (MAA) with the Florida Department of Law Enforcement for S.A.F.E. INITIATIVE.

WHEREAS, the participating agencies agree to carry out their respective duties and responsibilities as outlined in the FLORIDA DEPARTMENT OF LAW ENFORCEMENT VOLUNTARY COOPERATION MAA S.A.F.E INITIATIVE, subject to controlling law, policies or procedures, and in consideration of mutual interests and understandings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The foregoing recitals are hereby ratified, confirmed and incorporated herein.

SECTION 2: The City Commission hereby authorizes the Chief of Police to execute the MAA and any other necessary documents, after review and approval of the City Attorney.

SECTION 3: This resolution shall become effective immediately upon adoption. Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

R107-2024 Authorization to Enter into Memorandum Aid Agreement (MAA) with the
Florida Department of Law Enforcement for S.A.F.E. INITIATIVE.

LEE BAGGETT
CITY ATTORNEY

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT
VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT
STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.)
INITIATIVE**

WHEREAS, the below subscribed law enforcement agencies, the Parties to this mutual aid agreement, have joined together to create the STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) Mutual Aid group, hereinafter referred to as the S.A.F.E. INITIATIVE, intended to combat the fentanyl crisis by identifying fentanyl related crimes, to include: racketeering, drug law violations, and related criminal violations, and by dismantling organized criminal groups engaging and targeting major violators in such activity which may affect single or multiple jurisdictions;

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies involved in the S.A.F.E. INITIATIVE;

NOW THEREFORE, the Parties agree to carry out their respective duties and responsibilities as outlined below, subject to controlling law, policies or procedures, and in consideration of the mutual interests and understandings herein expressed:

**Intent Statement, S.A.F.E. INITIATIVE Goals, Nature of Law Enforcement
Assistance and Voluntary Cooperation to be Rendered**

It is the intention of the Florida Department of Law Enforcement (FDLE) to establish the S.A.F.E. INITIATIVE as a mechanism by which area law enforcement agencies can dedicate resources for the purpose of targeting the following criminal activity which must have a nexus to fentanyl, including but not limited to racketeering, drug law violations, related criminal violations, firearms violations, and dismantling organized criminal groups engaging in such activity in violation of Florida State Statutes that may affect single or multiple jurisdictions.

The principal purpose of the S.A.F.E. INITIATIVE shall be the successful arrest and prosecution of violators of the laws noted herein, and similar violations, with particular

emphasis placed on efforts designed to identify and dismantle organized criminal enterprises with a nexus to fentanyl.

The S.A.F.E. INITIATIVE efforts shall include, but are not limited to: undercover operations designed to detect illegal activity with a nexus to fentanyl, including but not limited to violations of Florida Statutes Chapters 782, 790, 893, and 895. The use of surveillance equipment and techniques; the arrest and prosecution of those involved in illegal activity; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such illegal activity; and the referral of investigative leads and intelligence to such other federal, state, or local law enforcement authorities, as may be required and appropriate under the S.A.F.E. INITIATIVE

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take priority over the primary function of the S.A.F.E. INITIATIVE, which shall be to enforce laws regulating violations of criminal law.

Nothing herein shall otherwise limit the ability of participating S.A.F.E. INITIATIVE members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the S.A.F.E. INITIATIVE efforts, with the operations of the S.A.F.E. INITIATIVE being coordinated with the FDLE and other S.A.F.E. INITIATIVE members.

Procedure for Requesting Assistance

Law enforcement officers assigned to the S.A.F.E. INITIATIVE operations pursuant to this agreement shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Execution of this Agreement and continued participation by FDLE and one or more S.A.F.E. INITIATIVE member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members which shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required.

Organization, Command and Supervisory Responsibility

Each participating agency shall contribute personnel and resources to the S.A.F.E. INITIATIVE in such numbers as are agreed to by the participating agency and FDLE. Participating agencies shall assign personnel to the S.A.F.E. INITIATIVE based upon

their investigative experience and the operations needs of the S.A.F.E. INITIATIVE. Final acceptance of personnel assigned to the S.A.F.E. INITIATIVE shall rest with FDLE.

The respective FDLE Regional Special Agents in Charge throughout the State of Florida, together with their chain of command, will review and approve S.A.F.E. INITIATIVE operations with input from the various Partner agencies to this MAA in whose jurisdictions potential cases arise.

When operating outside the jurisdiction of the participating investigative agency, the assigned managing FDLE supervisor (ASAC or designee) shall be responsible for the operational command and day-to-day administration of all S.A.F.E. INITIATIVE operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed. When engaged in S.A.F.E. INITIATIVE operations that have been approved by and involve FDLE, as contemplated by this MAA, unit members who do not otherwise have jurisdictional authority shall have full jurisdictional authority anywhere in the State of Florida, although principally focused within their "standard operational area" as set forth in Addendum A, with full power to enforce Florida laws and to avail themselves of the provisions of this Agreement.

S.A.F.E INITIATIVE members operating outside their agency's jurisdiction shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved MAA activities as stated herein.

Pursuant to Section 23.127(1), Florida Statutes, the Party's S.A.F.E. INITIATIVE members participating in the MAA shall, when engaging in authorized mutual cooperation and assistance pursuant to this MAA, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the law enforcement jurisdictional area of their respective agencies.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. If at any time an FDLE supervisor or command designee determines that assistance pursuant to this MAA should be terminated, it shall be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No S.A.F.E. INITIATIVE member shall engage in activities outside the jurisdictional territory of his or her agency, except as approved by the S.A.F.E. MAA coordinator (assigned FDLE supervisor) or designee and any such activity must be documented as provided herein. The MAA coordinator or designee shall maintain activities logs that will demonstrate the involvement of specific employees or agents provided by the Parties to this MAA, including each operation's supervisor or designated leader. Specific authorization and approval from both FDLE and the respective agency Party supervisory personnel shall be obtained when unit members will be acting with FDLE outside of their "standard operational area" as set forth in Addendum A. FDLE shall be entitled to conduct audits and inspections of task force operations and records.

Whenever an operation occurs outside of a S.A.F.E. INITIATIVE team's "standard operational area" set forth in Addendum A, the Special Agent in Charge (SAC) for the FDLE office in the region affected shall be notified about the presence of the S.A.F.E. INITIATIVE personnel in his region.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by a S.A.F.E. INITIATIVE member of an agency Party.

During the absence of the managing FDLE supervisor, or as deemed necessary by the managing FDLE supervisor, any member assigned to the S.A.F.E. INITIATIVE may be designated as an interim team leader to manage operational S.A.F.E. INITIATIVE matters.

Activities shall be considered authorized only when approved and actually directed as provided herein by the assigned FDLE supervisor or designee. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless approved and supervised as provided herein and related to the S.A.F.E. INITIATIVE operations, or unless same have been encountered directly incident to an approved and supervised S.A.F.E. INITIATIVE operation.

If a conflict arises between an order or direction provided by the FDLE S.A.F.E. INITIATIVE supervisor and a member's employing agency's rules, standards, or policies, the conflict shall promptly be reported to the S.A.F.E. INITIATIVE supervisor and to the supervisor of that S.A.F.E. INITIATIVE member's agency chain of command. The FDLE S.A.F.E. INITIATIVE supervisor, in conjunction with the member's agency supervisor, shall attempt to resolve the conflict in a manner that will allow the operation

to continue appropriately. At no time will a participating member be forced to violate his/her own agency's policies or rules in order to implement an S.A.F.E. INITIATIVE.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the S.A.F.E. INITIATIVE when engaged in S.A.F.E. INITIATIVE operations. In the absence of a written memorandum of understanding or attachments, the policies and procedures to be utilized by S.A.F.E. INITIATIVE members shall be clearly identified by the assigned FDLE S.A.F.E. INITIATIVE supervisor. However, as stated above, no member will be expected or required to violate or otherwise fail to maintain the member's employing agency's standards of conduct, rules or policies.

Jurisdiction

For purposes of the Mutual Aid Agreement (MAA), "S.A.F.E. INITIATIVE unit members as used herein shall mean the sworn members of the non-FDLE agency Parties to this agreement who are assigned to the S.A.F.E. Initiative in accordance with the MAA.

FDLE and each agency Party to this agreement have executed the signature page attached hereto as Addendum A, which includes specific information concerning the primary geographic scope of this MAA for regional areas of the State associated with FDLE Regional Operations Centers, and identification of the agency Party entering into this agreement, and other particular information all of which is incorporated herein as though fully set out in the text of the main agreement.

Nothing contained in this MAA is intended to prevent personnel from performing their normal duties as assigned by their respective agencies.

Powers, Privileges, Immunities, Costs, and Liability-Related Issues

Employees of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside the State of Florida, under the terms of this Agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

An agency that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Each member agency engaging in S.A.F.E. INITIATIVE operations pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in S.A.F.E. INITIATIVE activities or operations, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to carry out the purposes of the S.A.F.E. INITIATIVE, and agrees to bear the cost of loss or damage to its equipment, vehicles, or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury, or incidents giving rise to liability.

Each Agency furnishing services pursuant to this Agreement shall compensate its employees during the time such services are rendered and shall defray the actual expenses of its employees while they are rendering such services, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such services. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death, and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement.

Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

Nothing in this Agreement is intended to or is to be construed as any transfer or contracting away of the powers or functions of one party hereto or the other.

Obligation to Coordinate with Prosecutor's Office

A key objective of the S.A.F.E. INITIATIVE is the protection of Florida's public safety and security, and the successful prosecution of criminal violators. Successful prosecution requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the S.A.F.E. INITIATIVE are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling S.A.F.E. INITIATIVE generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials.

Civil or administrative actions derived from S.A.F.E. INITIATIVE operations are likewise to receive coordinated efforts from S.A.F.E. INITIATIVE members. The FDLE S.A.F.E. INITIATIVE supervisor shall monitor the efforts of S.A.F.E. INITIATIVE members in support of criminal prosecutions and civil actions. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of S.A.F.E. INITIATIVE to assure the expected level of support from S.A.F.E. INITIATIVE members is occurring. Failure by a member of the S.A.F.E. INITIATIVE to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal from the S.A.F.E. INITIATIVE.

Property Seizure and Forfeiture Considerations

No funds or other property seized during the S.A.F.E. INITIATIVE operations are to be utilized for any member agency prior to successful forfeiture or until the title or interest in the funds otherwise lawfully vests in one or more-member agencies. Forfeiture actions based upon seizures made by the S.A.F.E. INITIATIVE shall be based upon current statutory and case law. The Parties agree that the lead investigative agency, through its attorneys, will be primarily responsible under this Agreement for pursuing all S.A.F.E. INITIATIVE forfeiture actions on behalf of all of the Parties in state court, subject to its right to reimbursement of associated costs; however, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall consider their relative roles in support of the efforts of S.A.F.E. INITIATIVE. It is agreed the Florida Department of Law Enforcement will be allocated a minimum of 25% of any seized asset forfeitures as a result of the S.A.F.E Initiative Investigation.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of the S.A.F.E. INITIATIVE cases may request copies of forfeiture complaints and pleadings filed by reason of S.A.F.E. INITIATIVE seizures, and such copies shall promptly be provided to the requestor. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of S.A.F.E. INITIATIVE member agencies in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party to this Agreement believes that there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the S.A.F.E. INITIATIVE is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements, are available to the S.A.F.E. INITIATIVE, provided the property under consideration otherwise qualifies under law for such consideration. Forfeiture actions shall be further governed by the terms, conditions, and guidelines described in Section 932.704(11)(a), Florida Statutes.

Evidence and Records

The Parties agree that all the S.A.F.E. INITIATIVE reports and records shall be maintained and retained by FDLE, and shall be identified as the S.A.F.E. INITIATIVE reports, provided, however, that S.A.F.E. INITIATIVE members may retain copies of such reports and records for their respective purposes.

Evidence shall be seized in accordance with each S.A.F.E. INITIATIVE member's agency guidelines and all evidence seized in these operations shall be maintained by the participating local member's agency's in whose jurisdiction the evidence was initially seized absent special alternate arrangements. FDLE shall be entitled to conduct audits and inspections of the S.A.F.E. INITIATIVE operations and records including the seizure and handling of all evidence, property, or cash or any other aspect of Task Force operations. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function.

Terms of Agreement

This MAA shall become effective upon signature of the authorized representative of the parties, and shall remain in effect unless otherwise terminated until June 30, 2025. Any party, upon thirty (30) days written notice, may terminate this MAA.

This MAA represents the entire agreement between the Parties. Any alteration or amendment of the provisions of this MAA shall only be valid upon being reduced to writing, duly signed by authorized personnel of each of the parties and attached to the original.

This Agreement shall remain in full force as to all participating agency Parties until or unless earlier canceled in writing by the Florida Department of Law Enforcement as to all or separate Parties, or as canceled in writing by an individual Party as provided herein. However, if the S.A.F.E. INITIATIVE continues operations beyond June 30, 2025, the Agreement shall be automatically extended on a month-by-month basis, not to extend past September 30, 2025, until such time as each participating Party has ratified a revised or subsequent written Agreement. This Agreement supersedes any prior agreements amongst the participating Agency Parties regarding the facilitating and providing of technical assistance and equipment in criminal investigations in Florida.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Office of the Office of the General Counsel (OGC), Florida Department of Law Enforcement. Under no circumstances may this agreement be renewed, amended, or extended except in writing. A copy of this agreement, with all signature pages, will be filed with the FDLE Mutual Aid Office pursuant to statute.

IN WITNESS WHEREOF, the Commissioner of FDLE has signed below and the authorized representative of the Agency Party has signed Addendum A (attached) on the date specified.



Mark Glass, Commissioner,
Florida Department of Law Enforcement

27 Jun 24

Date signed

Legal Review by GEW (attorney initials)

ADDENDUM A

Agency Party's Acceptance of the S.A.F.E. INITIATIVE Voluntary Cooperation Mutual Aid Agreement

(Duration: Signature date to June 30, 2025)

Pursuant to F.S. 23.1225(3), this mutual aid agreement may be entered into by a chief executive officer of the agency that is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page and any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

Team standard operational area:

- **Pensacola Regional Operations Center's** area of responsibility consists of the following counties: Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun and Gulf.
- **Tallahassee Regional Operations Center's** area of responsibility consists of the following counties: Liberty, Franklin, Wakulla, Gadsden, Leon, Jefferson, Taylor, Dixie, Lafayette, Suwanee, Columbia, Hamilton and Madison.
- **Jacksonville Regional Operations Center's** area of responsibility consists of the following counties: Nassau, Duval, Clay, St. Johns, Flagler, Putnam, Marion, Bradford, Union, Levy, Gilchrist, Alachua and Baker.
- **Orlando Regional Operations Center's** area of responsibility consists of the following counties: Volusia, Seminole, Brevard, Indian River, Martin, St. Lucie, Osceola, Orange and Lake.
- **Tampa Bay Regional Operations Center's** area of responsibility consists of the following counties: Citrus, Sumter, Polk, Hardee, Hillsborough, Pinellas, Pasco and Hernando.
- **Ft. Myers Regional Operations Center's** area of responsibility consists of the following counties: De Soto, Highlands, Okeechobee, Glades, Hendry, Collier, Lee, Charlotte, Sarasota and Manatee.
- **Miami Regional Operations Center's** area of responsibility consists of the following counties: Palm Beach, Broward, Dade and Monroe.

Agency Party's Acceptance of the S.A.F.E. INITIATIVE Voluntary Cooperation Mutual Aid Agreement

Agency Party:

Agency Name

Agency Head Name

Agency Head Signature

Date Signed

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 10/28/2024

Prepared by: Holly Vath

Title of Item:

ITB #2024-109 DYER DR DRAINAGE IMPROVEMENTS (RC):

RESOLUTION No. 113-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF INVITATION TO BID #2024-109, CITY OF STUART'S SW DYER DRIVE DRAINAGE IMPROVEMENT PROJECT, TO PRP CONSTRUCTION GROUP, LLC OF INDIANTOWN, FLORIDA, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$230,835; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Stuart News on August 26, 2024, and release simultaneously on OpenGov Procurement and DemandStar, who collectively notified two thousand eight hundred seventy-two (2,872) potential bidders. Eighty-seven (87) potential bidders downloaded the bid specifications and plans. Five (5) bids were received by the bid opening of 2:30 pm on October 3, 2024. The Engineer of record Captec Engineering recommends award to the lowest responsive, responsible bidder, for the total of two hundred thirty thousand eight hundred thirty-five dollars (\$230,835).

Funding Source:

810-563 ARPA

Recommended Action:

Approve Resolution No. 113-2024.

ATTACHMENTS:

1. Resolution 113-2024
2. ITB 2024-109
3. City of Stuart - ITB 2024-109 Dyer - signed



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION 113-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF INVITATION TO BID #2024-109, CITY OF STUART'S SW DYER DRIVE DRAINAGE IMPROVEMENT PROJECT, TO PRP CONSTRUCTION GROUP, LLC OF INDIANTOWN, FLORIDA, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$230,835.00; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart entered into the competitive Invitation to Bid process in order to solicit qualified construction contractors for the City of Stuart's SW Dyer Drive Drainage Improvement Project (the "Project"); and

WHEREAS, the work under the Project will consist of erosion control, vegetation removal, demolition, installation and modification of concrete drainage structures & piping, grading, concrete restoration, and asphalt roadway construction/restoration; and

WHEREAS, PRP Construction Group, LLC responded to the Invitation to Bid and it was the lowest, most responsive and responsible bidder with a total unit price of \$230,835.00; and

WHEREAS, the City of Stuart desires to enter into an agreement with PRP Construction Group, LLC for the work under the Project; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents of the City of Stuart and the public at large.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The foregoing recitals are hereby ratified, confirmed and incorporated herein.

SECTION 2: The City Commission hereby approves the award of Invitation to Bid #2024-109, the City's SW Dyer Drive Drainage Improvement Project, to PRP Construction Group, LLC.

SECTION 3: The City Commission hereby authorizes the City Manager to execute the contract subsequent to final review and approval by the City Attorney.

SECTION 4: This resolution shall become effective immediately upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

CAMPBELL RICH, MAYOR
SEAN REED, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
LAURA GIOBBI, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 28nd day of October, 2024.

ATTEST:

CITY OF STUART, FLORIDA

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH, MAYOR

Resolution No. 113-2024

Approve Award ITB #2024-109: City of Stuart SW Dyer Drive Drainage Improvement Project

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



INVITATION TO BID

2024-109

CITY OF STUART SW DYER DRIVE DRAINAGE IMPROVEMENT PROJECT

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RELEASE DATE: August 26, 2024

DEADLINE FOR QUESTIONS: September 13, 2024

RESPONSE DEADLINE: October 3, 2024, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/stuartfl>

City of Stuart
INVITATION TO BID

City of Stuart SW Dyer Drive Drainage Improvement Project

I.	Advertisement
II.	Introduction.....
III.	Instructions to Bidders.....
IV.	General Information
V.	ARPA Terms and Conditions.....
VI.	Scope of Work
VII.	Pricing Proposal
VIII.	Vendor Questionnaire.....

Attachments:

A - Davis Bacon Wage Requirements

B - SW Dyer Dr Drainage Improvement Prj ARPA Requirements

C - CITY OF STUART SW DYER DR DRAINAGE IMPROVEMENT PRJ BID PLAN SET

D - SW Dyer Dr Drainage Improvement Prj Geotech Report

1. Advertisement

CITY OF STUART

2024-109

City of Stuart SW Dyer Drive Drainage Improvement Project

Advertisement

The City encourages E-Bidding through OpenGov Procurement at

<https://procurement.opengov.com/portal/stuartfl>. City of Stuart SW Dyer Drive Drainage Improvement Project will be received by the City of Stuart at the Procurement Office, 301 SE Ocean Blvd., Suite 204, Stuart, Florida 34994, until Thursday, October 3, 2024 at 2:30 pm.

A Non-Mandatory pre bid meeting will be held at Annex Conference Room 300 SW Saint Lucie Blvd. Stuart, Florida 34994 at 11:00 am, Thursday, September 5, 2024.

If submitting via mail than please submit an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart, and marked "2024-109, City of Stuart SW Dyer Drive Drainage Improvement Project. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened

A complete bid package can be obtained by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us or from OpenGov Procurement at <https://procurement.opengov.com/portal/stuartfl> or by calling (800) 711-1712. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Mail/Overnight/Hand Deliver Submittal Responses to:

Procurement Office

301 SE Ocean Blvd., Suite 204

Stuart, Florida 34994

Mark outside of envelope: 2024-109, City of Stuart SW Dyer Drive Drainage Improvement Project

Published: Monday, August 26, 2024

2. Introduction

2.1. Summary

The project is in the City of Stuart, Florida (Latitude 27°11'5.06"N, Longitude 80°15'35.00"W) in the South Fork drainage basin. Stormwater runoff from a 27.39-acre urban residential development currently discharges directly to the St. Lucie River with a 1st Generation Baffle Box as treatment. The project will remove nutrients and sediment and provide stormwater retention and is important for the City of Stuart to continue progress towards meeting BMAP requirements for the St. Lucie River.

2.2. Background

The project will assist the City of Stuart in meeting TMDL requirements mandated by FDEP and will enable the City to continue progressing to meet removal goals for nitrogen and phosphorus as required in the St. Lucie River and Estuary BMAP. The drainage basin for the project discharges directly to the St. Lucie River with only a 1st Generation Baffle Box as treatment. The project will continue an on-going successful effort to increase water quality treatment prior to discharging to the Estuary.

2.3. Contact Information

Marc Rogolino

U&E Project Manager

121 SW Flagler Ave.

Stuart, FL 34994

Email: mrogolino@ci.stuart.fl.us

Phone: [\(772\) 221-4700](tel:(772)221-4700)

Department:

Public Works

2.4. Timeline

Release Project Date	August 26, 2024
Pre-Proposal Meeting (Non-Mandatory)	September 5, 2024, 11:00am Annex Conference Room 300 SW Saint Lucie Blvd. Stuart, Florida 34994
Question Submission Deadline	September 13, 2024, 4:00pm

Proposal Submission Deadline	October 3, 2024, 2:30pm Teams meeting Meeting ID: 249 771 328 21 Passcode: qsFTdo Dial in by phone +1 872-242-8065,,480162985# United States, Chicago Phone conference ID: 480 162 985# https://teams.microsoft.com/meetingOptions/?organizerId=ef2e9287-3f84-4562-8dab-28f60f890dda&tenantId=432aac0a-825f-471b-87f3-1a9ab5913bec&threadId=19 meeting ODQ4ZTcwOWUtMWRjMS00NTNkLTlmZjltNmYON2RmZiY2Mzg2@thread.v2&messageId=0&language=en-US
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3. Instructions to Bidders

3.1. Submittal

Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.

The City of Stuart is registered with OpenGov Procurement, you may submit your bid electronically by registering on the City's e-Procurement Portal <https://procurement.opengov.com/portal/stuartfl>. Otherwise, all bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.

If not submitting electronically then an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart by the due date and time. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement Office, 301 SE Ocean Blvd., Suite 204 Stuart, Florida 34994, not later than 2:30 pm, on the day and date shown above. Any received after this date and time will not be accepted or considered and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.

3.2. City Representative

Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement until such time as the agency provides notice of an intended decision or until thirty (30) days after opening 'the bids, whichever is earlier. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.

Holly Vath

Interim Purchasing

hvath@ci.stuart.fl.us

(772) 288-5320

3.3. Bid Opening

Bids will be opened and read aloud via Zoom you may join by logging into:

[Join the meeting now](#)

Meeting ID: 249 771 328 21

Passcode: qsFTdo

Dial in by phone

[+1 872-242-8065](tel:+18722428065), [480162985#](tel:+18722428065) United States, Chicago

[Find a local number](#)

Phone conference ID: 480 162 985#

3.4. [Withdrawal of Bids](#)

Bids may not be withdrawn for a period of 30 days after the public opening date.

3.5. [Protest](#)

Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in accordance with section 20 of the Procurement Manual, which can be found on the City of Stuart webpage.

3.6. [Questions and Answers](#)

The City will not respond to oral inquiries. Bidders shall submit all inquiries regarding this bid via the City's e-Procurement Portal, located at <https://secure.procurenow.com/portal/stuartfl>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the e-procurement portal.

3.7. [Addenda](#)

<https://procurement.opengov.com/portal/stuartflo> register for an account via the City's e-Procurement Portal hosted by OpenGov Procurement. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/stuartfl>.

3.8. [Delivery](#)

Product delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.

Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

3.9. Right to Reject

The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.

3.10. Miscellaneous

<https://procurement.opengov.com/portal/stuartfl> the terms and conditions of this solicitation.

Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.

All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.

The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

Bids may be received up to but not later than Thursday, October 3, 2024 at 2:30 pm via the City's e-Procurement Portal located at <https://secure.procurenow.com/portal/stuartfl>. The City's e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Stuart strongly recommends completing your response well ahead of the deadline.

Failure to comply with these instructions may result in disqualification of your bid.

4. General Information

4.1. Delays

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addenda submitted to the City.

4.2. Qualification Submission and Withdrawal

The City will receive all proposals at the following addresses:

The City prefers electronic submission of bids and proposals. Please submit electronic responses via the City e-Procurement Portal <https://procurement.opengov.com/portal/stuartfl>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

If you would like to submit a paper copy please submit at the following address:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd., Suite 204

Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: 2024-109 “**City of Stuart SW Dyer Drive Drainage Improvement Project**” The envelope shall also include the bidder's return address.

If not submitting electronically, respondents must submit one (1) original and two (2) copies of the proposal submittal with each marked “**COPY**”, and **one (1) electronic copy (PDF format preferred) on a CD** in a sealed envelope marked as noted above. A bidder may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL BIDS BY

2:30 pm on Thursday, October 3, 2024

Due to the irregularity of mail service, the City cautions bidders to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be retained unopened.

Bidders may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Bidders may withdraw their submissions in person or by an authorized representative. Bidders and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a

public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.3. Addenda

<https://procurement.opengov.com/portal/stuartfl> register for an account via the City's e-Procurement Portal hosted by ProcureNow. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/stuartfl>

4.4. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

4.5. Insurance

Proof of the following insurance will be furnished by the successful bidder by certificate of insurance, which name the City of Stuart its offices, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The City by and through risk management department and in cooperation with the contracting department, reserves the rights to review, modify reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A-VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not obligation, to review and request or audited financial statement.

All contractors, including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the professional and/or subcontractor providing such insurance.

Workers' Compensation: with limits equal to Florida statutory requirements. Employers' liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

If the contractor maintains higher limits than the minimums shown above, the City of Stuart requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Management department.

Commercial General Liability: insurance, Occurrence Form – ISO CG 0001 or equivalent, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

- A. Each occurrence \$2,000,000
- B. Personal/advertising injury \$1,000,000
- C. Products/completed operations aggregate \$3,000,000
- D. General aggregate \$10,000,00
- E. Fire damage \$100,000 Any 1 fire
- F. Medical expense \$10,000 Any 1 person

An additional insured endorsement must be attached to the certificate of insurance and must include coverage for completed operations (ISO forms CG2010 & CG2037) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 10 years date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City of Stuart. Policy shall contain no exclusion for third party action-over claims (injury to subcontract workers). If applicable, there shall be no exclusion for EIFS. Coverage should extend to independent contractors and fellow employees. Contractual liability is to be included. Any cross-liability exclusion should not extend to Additional Insured's.

Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations (ISO Forms CG 2038 & CG 2037).

Business Auto Liability: Must cover any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City of Stuart will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Insurance Requirements:— Fifteen (15) days prior to the commencement of any Work under the Contract Documents, a certificate of insurance shall be provided to the City of Stuart for review and approval. The certificate shall provide that: (a) City of Stuart as Owner and named as an additional insured on the commercial general liability, auto liability, and Contractor's Builders' Risk "All Risk" insurance policies; (b) the Contractor's insurance coverage shall be primary; and (c) City of Stuart as Owner and will be given thirty (30) days' notice prior to cancellation or modification of any required insurance and such notice shall be in writing by registered mail, return receipt requested and addressed to the City of Stuart. The Contractor shall be responsible to ensure that all subcontractors comply with all insurance requirements of the Contract Documents.

All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07 of the General Conditions. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two years after final

payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one year thereafter, so that Owner is assured of such continuing coverage.

All insurers must be authorized to do business in Florida and have a Best Key Rating of A- VII.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- A. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- B. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. The City of Stuart and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance, and Contractor's Builders Risk "All Risk" insurance policies.
- D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
 - 1. City of Stuart 1215.W. Flagler Avenue Stuart, FL 34994
- E. No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.
- F. The "Acord" certification of insurance form should be used.

4.6. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for 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 for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

4.7. Suspended Vendor

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information or List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

4.8. Assignment & Subcontracting

The successful bidder will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart. If a vendor subcontracts any portion of a contract for any reason, the bidder must include, in writing the name and address of the Subcontractor. Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with bid response. If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City reserves the right to reject a proposal of any bidder if the proposal names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

4.9. Public Records

Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this ITB will not be considered confidential and/or proprietary.

PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at cityclerk@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- A. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- B. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

4.10. Business Registration

Bidders seeking to do business with Martin County (that fall under the categories listed below) shall, before award of contract, be registered, or shall have applied for registration, with the Florida Department of State, Division of Corporations in accordance with the provisions of Chapter 607 and/or 620, Florida Statutes (<https://dos.myflorida.com/sunbiz/>):

- Corporations [foreign or domestic]
- Limited Liability Companies (LLC)
- Non-profits

- **Partnerships**

Doing Business As [DBA] - If the Bidder's name stands apart from the owner's or partners' personal legal name, or the officially registered name of an LLC or corporation, the Bidder, before award of contract, shall be registered as a fictitious name with the Florida Division of Corporations in accordance with the provisions of Chapter 865, Florida Statutes. The above requirements are also applicable to all subcontractors proposed in the bid submittal.

4.11. Licenses

Bidders shall, at the time of submitting a bid in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Bidders' profession or business. Bidder shall provide proof of certification and/or registration as a Contractor by the State of Florida applicable to the work required in the solicitation.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

4.12. Business Tax Receipt

Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the bid.

4.13. Other Governmental Entities

When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

4.14. Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from the contract, the rate quoted shall be used to determine the adjusted contract price.

4.15. Non Exclusive Contract

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

4.16. Estimated Quantities

It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual requirements of the City. The City may require modifications and changes to this contract, as it relates to quantities, areas, frequency of services and specified services. The Contractor shall provide the City with the cost for such additional services. All rates shall be in accordance with the unit cost structure submitted by the contractor and accepted by the City.

4.17. Default

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

4.18. Background Information

As part of the evaluation process, the City reserves the right, to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Bidder, including past performance (experience) with the City by the Bidder or any of their Owners.

4.19. Competency of Respondents

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this ITB and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

4.20. Extra Work

The City may, at any time by a written order and without notice to the sureties, require the performance of such extra work as it may find necessary or desirable arising out of the modification of the specification or plans. An order for extra work shall be valid only by an executed change order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:
 - 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.

3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.

4) The Contractor's profit shall be computed by taking 10% of the sum of Items 1 and 2. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4.

Records of extra work done, if any, shall be reviewed at the end of each day by the Contractor or his representative and the Engineer, duplicate copies of accepted records made and signed by both the Contractor or his representative and the Engineer, and one copy retained by each.

Claim for payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills.

Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

4.21. Bond Guarantee

A proposal guarantee must be submitted with the proposal, **if the total amount proposed exceeds \$50,000**. The bond shall be in an amount equal to ten percent (10%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible bidder will enter into a contract to provide the described services. Should the bidder not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible bidder or re-advertise and re-solicit the project.

*If e-bidding, bidder shall upload a copy of the bond to OpenGov Procurement ([Procurement Portal \(opengov.com\)](https://procurement.portal.opengov.com)) and submit the original bid bond to City of Stuart, Attn: Purchasing Division, 301 SE Ocean Blvd., Suite 204 Stuart, Florida 34994 within three (3) calendar days of the bid opening. Failure to provide bid bond may deem the bid non-responsive.

4.22. Payment & Performance Bonds

The successful bidder, when awarded a contract, will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

4.23. Permits

The Contractor is responsible for applying for and obtaining any and all required building, demolition or excavation permits required by any municipality or county having jurisdiction over the conduct of the

work being pursued (to include the City of Stuart and Martin County). The Contractor should take every precaution that he is aware of the cost of all required permit fees and should include those costs in his bid in the appropriate item. All City permits will be a no fee permit.

4.24. Liquidated Damages

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum (as specified above) from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

4.25. Suspension of Work Due to Weather

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed.

The Contractor shall not be entitled to any extension of time for delays resulting from weather unless the Contractor has requested, in writing, to the City by 11 am the day of the weather delay. If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

5. ARPA Terms and Conditions

5.1. ARPA Definitions

The term “Professional”, as used throughout this document shall mean the Professional, Provider, Consultant, SubProfessional, etc., as applicable with respect to the Contract or Agreement.

The term “Contract” as used throughout this document shall mean the underlying contract or agreement, as applicable.

5.2. Compliance with Applicable Law and Regulations

Professional provides services that the City may apply to the State of Florida or the federal government for funds which will be used to pay Professional or reimburse the City for payments made to Professional. This amendment is in accordance with Code of Federal Regulations Section 2 CFR 200. The City and Professional agree that with respect to any services or work performed or provided by, Consultant, Professional or its Subprofessional’s under the Contract arising from or related to the American Rescue Plan Act (ARPA), the provisions set forth in this amendment (including requirements of registering on SAM.gov) (collectively, the “2CRF 200 Requirements”) shall apply. The ARPA Requirements shall only modify the Contract upon the provision by Professional of work or services required as a result of utilizing funds given from American Rescue Plan Act. The terms and conditions of the Contract and the ARPA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the ARPA Requirements, the ARPA Requirements shall govern and prevail.

Compliance with Applicable Law and Regulations

- A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – (Section 1352, Title 31, U.S. Code prohibits recipients of federal funds--whether grants, contracts, cooperative agreements--from using those funds to lobby to obtain, extend, or modify a federal award.) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress

- in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- C. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - D. Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
 - E. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - F. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - G. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- H. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- J. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- L. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- M. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- N. Subpart C 200.116 Prohibition on certain telecommunications and video surveillance services or equipment.
 - 1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 3. See Public Law 115-232, section 889 for additional information.
 4. See also § 200.471.

O. Domestic preferences for procurements

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- P. 200.321 Contracting with small and minority business, women's business enterprises, and labor surplus area firms.
 - 1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - 2. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - e. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (2)(a) through (e) of this section.

6. Scope of Work

6.1. PURPOSE

The purpose of this bid is to solicit qualified underground utility & excavation contractors to submit bids for construction of the SW Dyer Drive Drainage Improvement Project. The project consists of erosion control, vegetation removal, demolition, installation and modification of concrete drainage structures & piping, grading, concrete restoration, and asphalt roadway construction/restoration. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, ARPA requirements and other contract documents.

6.2. START OF WORK AND TIME FOR COMPLETION

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a proposal response, successful respondent agrees to start the work within ten (10) days of issuance of Notice to Proceed. All performance of the Contract Work shall be completed within sixty (60) calendar days of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for the purpose of the completion deadline.

6.3. BUSINESS OPERATIONS

A. Hours of Operation: Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that the following schedule is adhered to and services as required must be scheduled to insure that all work occurs between the hours of 8:00 AM and 5:00 PM; All work performed outside of hours of operation must be approved in advanced by an authorized representative of the City.

B. Inclement Weather Conditions: Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions.

C. Observed Holidays New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Day After, Christmas Eve & Day.

6.4. LIQUIDATED DAMAGES

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty. The party of the first part is hereby authorized to deduct the said sum (as specified above) from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

6.5. SITE INSPECTION

A. It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities.

B. The contractor is to verify to his own satisfaction the figures appearing in these specifications. The Zone5 Mill/Overlay and Point Repairs project, as described, at the prices proposed on the proposal form. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

6.6. EQUIPMENT

All equipment to be utilized by the successful bidder to perform, as detailed herein must be approved by the Public Works Director; or his designee. The contractor specifically agrees to remove and replace any equipment judged by the City to be poorly operating excessively noisy or dirty or in any other meaningful way disturbing to the public welfare.

6.7. INSPECTION AND DIRECTION

The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection to insure compliance with the terms of the bid. The Public Works Director or designee will make final inspection of the work covered by this contract when it is completed and finished in all respect in accordance with specifications and must be approved before payment is made. The contractor will notify the City upon completion of replacement, repair or maintenance and the City agrees to provide inspection of the reported work within two (2) working days following the report of work completion. Any work found to be unsatisfactory by the City shall be reported to the contractor within that same period. The contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work.

6.8. INVOICING AND PAYMENT

The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term will be grounds for contract termination. Payment will be made upon completion and acceptance of the work, net 30 days.

6.9. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and federal laws and regulations as applicable. The Contractor shall at all times so conduct his/her work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Public Works Director or appointed designee. There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval from the Public Works Director or designee.

6.10. PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner. The Contractor shall at all times guard against damage or loss to the property of the City of Stuart, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents.

6.11. TIME OF STARTING WORK

The work embraced in this contract shall be actively begun within ten days after notice has been given by the Engineer or Owner to commence construction. The work shall be carried on regularly and uninterruptedly with sufficient force to ensure its completion within the time specified in the bid. Days when weather conditions prevent the continuance of the work shall not be charged against the contract time. Failure to do so shall render the Contractor liable to the City of Stuart in the amount of one hundred dollars (\$100.00) as liquidated damages for each and every day's delay in commencing work. For reasons satisfactory to the Owner, said Owner may, at its own option, waive any claims on the Contractor for damages here referred to. The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

6.12. ACCESSIBILITY STANDARDS

In respect to the supply and/or installation of the services and/or items as outlined under this bid/contract; the Bidder/Contractor certifies that the work will be done or the item provided is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction. All applicable shop drawings will be submitted for review to ensure that the product or the work as required by this bid is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

6.13. SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed.

The Contractor shall not be entitled to any extension of time for delays resulting from weather unless the Contractor has requested, in writing, to the City by 11 am the day of the weather delay. If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

6.14. CONTRACTOR'S UNDERSTANDING

The party of the second part hereby admits and agrees that he has carefully read and considered the instructions to bidders herewith, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

6.15. SUBCONTRACTOR

The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Procurement & Contracting Services Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Procurement Manager, a list of all subcontractors. No work shall be done by any subcontractor until such subcontractor has been officially approved by the Procurement Coordinator. A subcontractor not appearing on original list will not be approved without written request submitted to the Procurement Coordinator and approved by the Owner. In all cases, the Contractor shall give his personal attention to the work of the subcontractors and the subcontractor is liable to be discharged by the Engineer for neglect of duty, incompetence or misconduct.

6.16. CONTRACTOR DUTIES

- a. Mobilization and demobilization.
- b. Coordination and scheduling of utility work (FPL, etc.)
- c. Maintenance of Traffic (pedestrian and vehicular)
- d. Labor, materials, and equipment.
- e. Tools, construction equipment, and fuel.
- f. Electric, water and utilities required for construction.
- g. Freight and sales tax.
- h. Testing and laboratory services.
- i. Surveying and field engineering.
- j. Record Drawings in a format acceptable to the Engineer/Owner. Information will be used by the Engineer for any Permit Certification Requirements.
- k. Compliance with all the conditions of the permits issued for this project.
- l. Construction dewatering.

m. Labor, materials, and equipment required to install any Commercial or Customer Owned Electrical Services.

n. Any other incidental labor, materials, and equipment required to construct the project.

o. Maintain an accurate record of communication and coordination with utility owners for all scheduling, installation, and all other items.

WORK SEQUENCE

A. Sequence of work will be discussed with the Owner, Engineer, Contractor, and decided prior to the start of the project. The contractor shall proceed in a manner that is logical for the progression of work.

B. Certain areas may be assigned priority to accommodate Owner's needs.

C. Work shall only be performed during the authorized construction days/hours as specified by the City of Stuart.

CONTRACTORS RESPONSIBILITIES

1. Review and incorporate Owner-reviewed shop drawings, product data, and samples into the construction of the project.

2. Receive and unload products at site or off-site storage yard; inspect for completeness or damage jointly with Owner.

3. Repair or replace items damaged after receipt.

4. Arrange and pay for product delivery to site.

5. Handle, store, and install delivered products.

6. Submit claims for transportation damage and replace damaged, defective, or deficient items.

7. Arrange for manufacturers' warranties, inspections, and service.

CONTRACTOR'S USE OF THE PREMISES

A. All work shall be within the limits of the property as shown on the plans. Work beyond the limits of this project shall be coordinated closely with the City of Stuart during the construction.

B. Contractor shall be responsible for maintenance of traffic when working within the public rights-of-way.

C. The contractor shall maintain vehicular and pedestrian access to the driveway entrances to the greatest extent practical. Exceptions will be made on a case by case basis to facilitate the work.

PERMITS REQUIRED

- A. Contractor shall prepare, submit and obtain the appropriate permits from the City of Stuart.
- B. Contractor shall prepare and submit a Stormwater Pollution Prevention Plan and file a Notice of Intent (NOI) with the Florida Department of Environmental Protection in accordance with National Pollutant Discharge Elimination System (NPDES).
- C. Contractor shall prepare, submit and obtain the appropriate dewatering permits from the South Florida Water Management District if required to construct the project.
- D. Contractor shall prepare, submit and obtain the appropriate MOT permits from the City of Stuart.
- E. Contractor shall prepare, submit, and obtain City of Stuart Building Department permits

7. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL					
1	Mobilization/Demobilization/General Conditions/Project Signage	1	LS		
2	Maintenance of Traffic	1	LS		
3	Pre/Post Construction Video	1	LS		
4	Construction Survey (Layout)	1	LS		
5	Construction Survey (As-built)	1	LS		
6	Clearing and Grubbing and Demolition (Includes vegetation removal)	0.1	AC		
7	Silt Fence	480	LF		
8	Landscape Repair	1	ALLOW		
9	NPDES Permitting	1	LS		
10	Sod	600	SY		
11	Dewatering	1	ALLOW		
DRAINAGE/ROADWAY					
12	Open-Cut Asphalt	46	SY		
13	Milling and Overlay Asphalt (1") (Includes re-striping)	223	SY		
14	Replace Concrete Sidewalk (Includes ADA Mats)	27	SY		
15	Repair Asphalt Driveway	35	SY		
16	Repair Concrete Driveway	12	SY		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Repair Gravel Drive	64	SY		
18	Adjust Existing Structure	1	EA		
19	Type 'C' Inlet	5	EA		
21	18" Reinforced Concrete Pipe (RCP)	586	LF		
22	Irrigation Repair	1	ALLOW		
23	Adjust Single Post Sign	1	EA		
TOTAL					

8. Vendor Questionnaire

8.1. [Proposal Checklist](#)

Please download the below documents, complete, and upload.

- [Checklist.pdf](#)

8.2. [Certification*](#)

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of ninety (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive, and no further evaluation of the proposal will occur.

I do hereby confirm the above information as valid and true:

☐ Please confirm

*Response required

8.3. [Safety Standards Certification*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Safety Standards Certificat...](#)

*Response required

8.4. [References Form*](#)

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

*Response required

8.5. [Schedule of Subcontractors Participation *](#)

Please download the below documents, complete, and upload.

- [Schedule of Subcontractors ...](#)

*Response required

8.6. Sworn Statement Pursuant to Section 287.133(3)(a)*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Sworn Statement Pursuant to...](#)

*Response required

8.7. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- [Drug Free Work Cert.pdf](#)

*Response required

8.8. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entity Crimes .pdf](#)

*Response required

8.9. Suspended Vendor List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.10. Scrutinized List of Prohibited Companies List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

8.11. Do you affirm and represent that you are registered with E-Verify System and are using same, and will continue to use the same as required by Section 448.095, Florida Statute?*

By entering into a contract with the City of Stuart, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your entering into a contract, you affirm and represent that you are registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat. Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System

to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.”

*Response required

8.12. Compliance with ARPA Terms and Conditions*

By entering into a contract with the City of Stuart, you are obligated to comply with all provisions of ARPA terms and conditions.

☐ Please confirm

*Response required

PRP Construction

Group
Original

Invitation To Bid #2024-109

Title: City of Stuart SW Dyer Drive Drainage Improvement Project

7. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL				\$	
1	Mobilization/Demobilization/General Conditions/Project Signage	1	LS	\$15,000.00	\$15,000.00
2	Maintenance of Traffic	1	LS	\$4,600.00	\$4,600.00
3	Pre/Post Construction Video	1	LS	\$2,200.00	\$2,200.00
4	Construction Survey (Layout)	1	LS	\$4,000.00	\$4,000.00
5	Construction Survey (As-built)	1	LS	\$4,000.00	\$4,000.00
6	Clearing and Grubbing and Demolition (Includes vegetation removal)	0.1	AC	\$35,000.00	\$3,500.00
7	Silt Fence	480	LF	\$5.60	\$2,688.00
8	Landscape Repair	1	ALLOW	\$15,000.00	\$15,000.00
9	NPDES Permitting	1	LS	\$1,000.00	\$1,000.00
10	Sod	600	SY	\$5.50	\$3,300.00
11	Dewatering	1	ALLOW	\$10,000.00	\$10,000.00
DRAINAGE/ROADWAY					
12	Open-Cut Asphalt	46	SY	\$185.00	\$8,510.00
13	Milling and Overlay Asphalt (1") (Includes re-striping)	223	SY	\$185.00	\$41,255.00
14	Replace Concrete Sidewalk (Includes ADA Mats)	27	SY	145.00	\$3,915.00
15	Repair Asphalt Driveway	35	SY	\$165.00	\$5,775.00
16	Repair Concrete Driveway	12	SY	\$135.00	\$1,620.00

Invitation To Bid #2024-109
Title: City of Stuart SW Dyer Drive Drainage Improvement Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Repair Gravel Drive	64	SY	\$60.00	\$3,840.00
18	Adjust Existing Structure	1	EA	\$6,620.00	\$6,260.00
19	Type 'C' Inlet	5	EA	\$6,850.00	\$34,250.00
21	18" Reinforced Concrete Pipe (RCP)	586	LF	\$92.00	\$53,912.00
22	Irrigation Repair	1	ALLOW	\$5,000.00	\$5,000.00
23	Adjust Single Post Sign	1	EA	\$850.00	\$850.00
TOTAL		\$230,835.00			

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

PRP Construction Group, LLC.

(Here insert full name and address or legal title of Contractor)

8300 SW Springhaven Ave. Indiantown, FL 34956

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 800 Plymouth, MN 55441

a corporation duly organized under the laws of the State of New York

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Stuart

121 SW Flagler Avenue Stuart, FL 34994

as Oblige, hereinafter called the Oblige, in the sum of

----- Ten Percent of Amount Bid -----

Dollars (\$ --- 10% ---)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

(Here insert full name, address and description of project)

ITB: 2024-109 City of Stuart SW Dyer Drive Drainage Improvement Project - South Fork Drainage Basin, City of Stuart, FL

Remove nutrients & sediment & provide stormwater retention to progress towards meeting BMAP requirements for the St. Lucie River.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd

day of October, 2024

Charles Wakefield
(Witness)

PRP Construction Group, LLC.

(Principal)

(Seal)

Peggy Sheltra
Peggy Sheltra, President

(Title)

Atlantic Specialty Insurance Company

(Surety)

Hallie Martin
Hallie Martin
(Witness)

Jessie Sloan
Jessie Sloan

(Title)

Attorney-In-Fact &
Florida Licensed Resident Agent



Inquiries: (321) 800-6594



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.

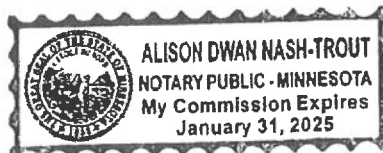
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

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.



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 3rd day of October, 2024.



This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary

PROPOSAL CHECKLIST FORM

All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

- | | |
|--|---|
| 1. Letter of Transmittal | Yes ☒ No ☐ |
| 2. Certifications | Yes ☒ No ☐ |
| 3. Safety Standards Certification | Yes ☒ No ☐ |
| 4. References Form | Yes ☒ No ☐ |
| 5. Schedule of Subcontractors Participation | Yes ☒ No ☐ |
| 6. Sworn Statement Pursuant | Yes ☒ No ☐ |
| 7. Drug-Free Workplace Certificate | Yes ☒ No ☐ |
| 8. Public Entity Crimes | Yes ☒ No ☐ |
| 9. Suspended Vendor List | Yes ☒ No ☐ |
| 10. Scrutinized List of Prohibited Companies | Yes ☒ No ☐ |
| 11. Additional Data is submitted (Optional) | Yes ☐ No ☒ |
| 12. Proof that Firm name is registered with State of Florida | Yes ☒ No ☐ |
| 13. Acknowledgment of addendum & submission with ITB | Yes ☒ No ☐ |
| 14. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. | Yes ☒ No ☐ |
| 15. Submit 10% bond guarantee, if total exceeds \$50,000 | Yes ☒ No ☐ |
| 16. Submit any data in reference to Contract Performance | Yes ☒ No ☐ |
| 17. Evidence of Insurance | Yes ☒ No ☐ |

COMPANY NAME: PRP Construction Group, LLC



PRP Construction, LLC
8300 SW Springhaven Ave
Indiantown, FL 34956
772-597-6923

October 2, 2024

2. Certification*

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of ninety (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive, and no further evaluation of the proposal will occur.

I do hereby confirm the above information as valid and true:

Peggy Sheltra, President



City of
Stuart

SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: 10/3/2024

FOR: PRP Construction Group, LLC

(Firm Name)

BY: Peggy Sheltra

(Signature)

President

(Title)

Peggy Sheltra

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 3rd day of October, 2024,

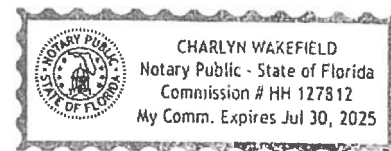
known to me, or identified as Peggy Sheltra

in the City of Indiantown, County of Martin, State of Florida.

Signed: Charlyn Wakefield Notary Public

My Commission Expires: 7-30-2025

(Affix Seal)





REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name:	Okeechobee Utility Authority		
Address	100 SW 5th Ave		
City	Okeechobee	State	FL Zip Code 34974
Contact Name:	John Hayford	Title:	P.E.
Phone No:	863-634-9791	Fax:	Email: jhayford@ouaf1.com
Date of Service or Contract Period:	4/2021	Location	Okeechobee
Summary of Services Performed	Drainage & W/W Governmental or Private		

#2 REFERENCES

Company/Entity Name:	Village of Indiantown		
Address	15516 SW Osceola St Suite B		
City	Indiantown	State	FL Zip Code 34946
Contact Name:	Gray Jones, Captec Engineering	Title:	P.E.
Phone No:	772-692-4344	Fax:	Email: giones@captec.com
Date of Service or Contract Period:	5/2023	Location	Indiantown
Summary of Services Performed	Drainage/Rd WK/ WS Governmental or Private		

#3 REFERENCES

Company/Entity Name:	City of Fort Pierce		
Address	100 N U S 1		
City	FT Pierce	State	FL Zip Code 34950
Contact Name:	Tracy Telle	Title:	Engineering Manager
Phone No:	772-467-3776	Fax:	Email: ttelle@cityoffortpierce.com
Date of Service or Contract Period:	2023	Location	FT Pierce
Summary of Services Performed	Drainage/ RD WK/WM Governmental or Private		

Company Name PRP Construction Group, LLC



SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: <u>BSM & Associates Land Surveying Services</u>	
Contact Name: <u>Ricky Barnes</u>	
Address, City, State, Zip, Phone: <u>80 SE 31st Lane, Okeechobee, FL 34974</u> <u>863-697-2157</u>	
Type of Work to be Performed: <u>Survey Asbuilts</u>	
License No. <u>LB8155</u>	Percentage of Work <u>6%</u>
Name of Subcontractor: _____	
Contact Name: _____	
Address, City, State, Zip, Phone: _____	
Type of Work to be Performed: _____	
License No. _____	Percentage of Work _____ %
Name of Subcontractor: _____	
Contact Name: _____	
Address, City, State, Zip, Phone: _____	
Type of Work to be Performed: _____	
License No. _____	Percentage of Work _____ %

Company Name PRP Construction Group, LLC



SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: Peggy Sheltra, President

(print individual's name and title)

for: PRP Construction Group, LLC

(print 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: ____-____-____.)

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 of 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 misrepresentations.
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, non-jury 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 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.
5. 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



City of Stuart

term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad 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, members, or agents who are active in the 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.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings 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 IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT 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, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Charlyn Wakefield

Jessy Shee

Sworn to and subscribed before me this 2nd day of October, 2024.

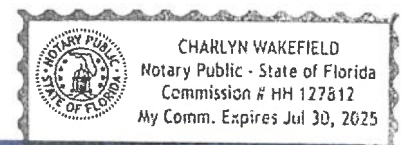
Personally known x OR Produced Identification _____

Notary Public – State of Florida

Type of Identification _____

My Commission Expires: 7-30-25

SEAL OR STAMP



DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Stuart for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances 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 under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Peggy Sheltra
(Individual's Name)

Of PRP Construction Group, LLC
(Name of Company)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

October 2, 2024
Date


Signature

**Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors 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 proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

PRP Construction Group, LLC

Company Name



Signature

Peggy Sheltra, President

Name and title (Print or Type)

October 2, 2024

Date



PRP Construction, LLC
8300 SW Springhaven Ave
Indiantown, FL 34956
772-597-6923

October 2, 2024

9. Suspended Vendor List*

City of Stuart, FL will verify that your company name is not on this list:

Peggy Sheltra, President



PRP Construction, LLC
8300 SW Springhaven Ave
Indiantown, FL 34956
772-597-6923

October 2, 2024

10. Scrutinized List of Prohibited Companies List*

City of Stuart, FL will verify that your company name is not on this list:

Peggy Sheltra, President

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



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, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 07/15/2024

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.



PRPCONS-01

SSCALERA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2024

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 R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	CONTACT NAME: PHONE (A/C, No, Ext): (772) 287-3366 FAX (A/C, No): (772) 287-4255 E-MAIL ADDRESS: info@rvjohnson.com	
INSURED PRP Construction Group LLC 8300 SW Springhaven Ave Indiantown, FL 34956	INSURER(S) AFFORDING COVERAGE	NAIC #
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			USPCL0106523	10/26/2023	10/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project \$ 5,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			5068939600	4/15/2024	4/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ESXS2310002785-01	11/6/2023	10/26/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC840-0029850-2023A	11/9/2023	11/9/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 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)
Project: State Route 78 West Water Main Improvements - Phase I

CERTIFICATE HOLDER

CANCELLATION

City of Stuart
301 SE Ocean Blvd., Suite 204,
Stuart, Florida 34994

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



“UNIT PRICE CONTRACT”

CONTRACTOR: PRP Construction Group LLC
8300 SW Springhaven Avenue
Indiantown, FL 34956

PROJECT: ITB 2024-109: City of Stuart SW Dyer Drive Drainage Improvement Project

CONTRACT FOR SERVICES

THIS UNIT PRICE CONTRACT, hereinafter “Contract,” made and entered into the 28th day of **October, 2024** by and between **PRP Construction Group LLC** hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions, and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a Contract with Contractor for provision of City of Stuart SW Dyer Drive Drainage Improvement Project by the Contractor and the payment for those services by City as set forth below. The City will be using American Rescue Plan Act (“ARPA”) funding and therefore all services must be in compliance with all reporting and hiring requirements pursuant to the Act.

II. SCOPE OF SERVICES

Section 1. Services

The Contractor shall provide services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to construct City of Stuart SW Dyer Drive Drainage Improvement Project as provided on the approved schedule, hereinafter referred to as “Services.” Contractor shall work with City staff in advising the City regarding the Services as rendered. The Services will be those customarily attendant to construct City of Stuart SW Dyer Drive Drainage Improvement Project, as provided in the detailed scope of services to be performed and schedule of fees for those services and as described in the solicitation, specification, bid plans (Contractor’s response to ITB #2024-109). All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations including all reporting requirements necessary to comply with the allocation of ARPA funding.

Section 2. Extra Work by Change Order

If extra work is found necessary or desirable by the City arising out of or causing the modification of the specification or plans, an order for extra work shall be made and valid only by an executed Change Order. All

work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the Contract; or
- B. If no such unit prices are set forth, then by a lump sum or other unit price mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are set forth in the Contract, and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed, and the cost shall be determined as follows:
 - 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15% of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
 - 2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage or extra charge shall be added to this cost.
 - 3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage or extra charge shall be added to this sum.
 - 4) The Contractor's profit shall be computed by adding 10% of the sum of Items 2 and 3. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4. Records of extra work done, if any, shall be reviewed at the end of each day by the Contractor and the City's Engineer of Record, duplicate copies of accepted records made and signed by both the Contractor and the City's Engineer of Record, and one copy retained by each.
- D. Claim for payment for extra work shall be submitted by the Contractor upon a verified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the extra work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Time of Performance

Upon award of this Contract by Resolution of the City's Board of Commissioners or Upon Emergency approval by City Manager, the effective date of this Contract shall be date of execution of this Contract by both City and Contractor. The Contractor shall began work within ten (10) calendar days after delivery of written Notice to Proceed, hereinafter "NTP", issued by Project Manager for the City to the Project Manager for the Contractor. All performance of the Contract Services shall be completed within **ninety (90) calendar days** of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver

of the issuance of the NTP and shall constitute the “Date of Commencement” for purposes of the completion deadline.

1.2 Liquidated Damages

The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the Contract Services is not completed within the time frame specified herein. The City and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Contract Services is not completed timely. Accordingly, instead of requiring any such proof, the City and Contractor agree that the Contractor shall pay to the City, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which exceeds the stipulated time for its completion, This amount is fixed and determined by the parties hereto as liquidated damages that the City will suffer by reason of such default, and not by way of penalty.

The City is hereby authorized to deduct any and all liquidated damages from the payments due to the Contractor which may be due or become due said Contractor for the work under this Contract, or as much thereof as the City may, at its own option, deem just and reasonable.

In addition to the liquidated damages hereinabove, the Contractor shall be responsible for reimbursing the City all expenses related to third party consultants in administering the Project beyond the Final Completion Date specified in this Contract.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for these Services in accordance with Contractor's pricing schedule formalized in “Price Proposal Form” to this Contract **not to exceed two hundred thirty thousand eight hundred thirty five dollars (\$230,835).**

2.2 Invoices

In accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 *et. seq.*, Contractor shall submit periodic invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be certified by Contractor, detailed and itemized, and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

The City shall make progress payments to the Contractor on the basis of the approved partial payment request recommended by the Engineer of Record. The City shall retain five percent (5%) of the payment amount due to the Contractor until final completion and acceptance of all the work to be performed by the Contractor under the Contract Documents. Payment for Services rendered is due within thirty (30) days of receipt and approval of invoice by City. Payment is delinquent thirty (30) days following receipt and approval of invoice by City.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer of Record will promptly make such inspection and when the Engineer of Record finds the work acceptable under the terms of this Contract and the Contract is fully performed, the Engineer of Record will promptly issue a final completion certificate stating that the work provided for in this Contract has been completed, and acceptance by the City under terms and conditions hereof is recommended and the entire balance found to be due to the

Contractor, will be paid to the Contractor by the City following City Commission approval of the final Contract payment.

The acceptance by the contractor of final payment shall be and shall operate as a release to the City from all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the work under this Contract and for every act and neglect of the City and others related to or arising out of the work. Any payment, however, final or otherwise, shall not release the Contractor or its surety(s) from any obligations under the Contract Documents or the Payment and Performance Bonds.

Section 3. Guarantee and Warranty

The Contractor guarantees to repair, replace, or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within twelve (12) months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the Services intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his/her or its obligations to do and complete the work in accordance with this Contract. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the Contract Price shall be made therefore, or in the alternative, the City may sue for damages, or both. If the manufacture of materials provides a warranty or guarantee which is longer than twelve (12) months, the Contractor agrees to fully assist the City in making a claim for such warranty or guarantee. If the City deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore, in the alternative, the City may seek mediation or sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records including electronic records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Contract Services and shall bear all losses resulting to the Contractor because of bad weather, or because of errors or omissions in the bid on the Contract price, or as otherwise provided in the Contract Documents, because of any other causes whatsoever.

The Contractor shall assign a supervisory employee of the Contractor (the Contractor's "Project Manager") and identify to the City all assigned personnel working on the Contract. The Contractor's Project Manager is responsible to keep the City informed of the Contractor's activities and to have in place an electronic communication method (cellphone, radio, etc.) available at all times which can be used by the City's Engineer of Record, the City's Designated Representative, or the City's Project Manager to contact the Contractor's Project Manager. The Project Manager shall be responsible for overseeing all work performed by the Contractor, unless and until a replacement Project Manager is made by the Contractor and the City is informed of same by the Contractor in writing. If at any time the Project Manager is replaced during the term of this Contract, the Contractor must provide complete updated contact information and detailed information as requested, which may include a completed IRS Form I-9, and which must be approved by the City. Any change in Contractor's assigned personnel must also be provided in writing by the Contractor, and the City may reject any assigned personnel, for just cause given to the Contractor.

The Contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The City's Engineer of Record, or his/her designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the City's Project Manager, or his/her designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved by the City, and to ensure reimbursement or replacement for loss or damage to property caused by negligence of the Contractor or any subcontractors.

5.3 Equipment

All equipment to be utilized by the Contractor to perform the Services, as detailed herein must be approved by the City's Engineer of Record or his/her designee. The Contractor specifically agrees to remove and replace any equipment judged by the City to be inadequate, dangerous, or poorly operating, or excessively noisy or dirty, or in any other material way disturbing to the public health, safety, or welfare.

5.4 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business), including those maintained electronically, and requested by City. Refusal to do so shall constitute a material breach of this contract and cause for cancellation of the Contract, and dismissal of any litigation.

5.5 Business Operations

- A. Hours of Operation: Unless otherwise directed by the City's Project Manager, the Contractor shall abide by the following schedule, and that all services required are provided between the hours of 7:00 AM and 5:00 PM local time. All work performed outside of these hours of operation must be approved in advanced by the City's Project Manager or his/her designee.
- B. Weather Conditions: Upon approval by or at the direction of the City's Project Manager or his/her designee, the Contractor shall cease operations of Services during inclement weather conditions, or other environmental conditions which may adversely affect the Contract Work or the health, safety, and welfare of the individual's working on the Project.
- C. Observed Holidays: The City observes New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Day After, and Christmas Eve & Day. No work shall be permitted on-site on those days without the express written consent of the City's Project Manager.

5.6 Public Safety and Convenience

In the Contractor's use of streets and public or private parking lots for the work to be done under these specifications, shall conform to all City, county, state and federal laws and regulations as applicable. The Contractor shall at all times conduct the Contract Services to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of Contract Services, and to cause the least amount of inconvenience to the general public and the residents in the vicinity of the Contract Services. The Contractor shall ensure the protection of persons and property, in a manner satisfactory to the City's Project Manager or his/her designee. There shall be no obstruction of the public travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval of the City's Project Manager.

5.7 Protection of Property

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All Contract Services shall be complete in every respect and accomplished in a satisfactory, workmanlike manner. The Contractor shall at all times guard against damage or loss to the property of the City, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor, which shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor.

Section 6. Termination

6.1 Termination for Convenience

The City or the Contractor may terminate this Contract upon thirty (30) day's written notice to the other party. In the event of any termination for convenience, the Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The City may terminate this Contract for cause, as provided in this section, upon seven (7) days written notice whenever the City shall determine that the Contractor has failed to meet the performance requirement(s) of the Contract. If the Contractor is adjudged bankrupt or makes a general assignment for the benefit of his/her/its creditors, or if a receiver is appointed by a court of competent jurisdiction on account of Contractor's insolvency, or if Contractor fails to provide properly skilled personnel, or the proper Contract Services in the sole discretion of the City, then the City can, terminate this Contract, without prejudice to any other right or remedy.

Section 7. Project Managers

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Engineer of Record or his/her designee, who is so designated to the Contractor.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

Contact Name

Contact Number

Email Address

Section 8. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold the City, its officials, employees and agents harmless from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees awarded by a court to an opposing party and such fees in the cost of defense, to the extent they may be caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor. Contractor shall separately obtain, maintain, and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 9. Insurance.

9.1. Requirements

Contractor shall procure and maintain insurance, in the amounts required in Section 4.5 of the Invitation to Bid. The City by and through its Risk Manager or City Attorney, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Financial Strength Rating (FSR) of at least A or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review a copy of Contractor's most recent annual report, or audited financial statement, or corporate tax return. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements.

9.2 Certificate of Insurance

The Contractor shall cause a Certificate of Insurance to be issued to the City, naming the "City of Stuart, Florida, its officials, employees and agents" as Named Insureds for all insurances pertaining. Such insurance must contain a provision for notification of the City 30 days in advance of any material change or cancellation. Certificates of all insurance required from the Contractor shall be attached to this Contract, made a part thereof, and shall be subject to the City's approval for adequacy.

Section 10. Miscellaneous

10.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

10.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

10.3 Attorney's Fees and Costs

In the event the event of a breach or default in the performance of any of the terms, covenants and conditions of this Contract, requiring a legal action to enforce the terms of the Contract, including without limitation, damages, specific performance, injunction, or any other legal action, the prevailing party shall be entitled to all reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

10.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

10.5 Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the Contract term when and where deemed necessary. If any locations are added or deleted from the contract, the unit prices and rates quoted shall be used to determine the adjusted contract price.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

10.6 Contractual Authority

By signing this Contract, the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the Contractor that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. If a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

10.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Section 768.20, Florida Statutes, as amended from time to time.

10.8 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, and assigns, if any.

10.9 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet, or transferred to another party by either the City or the Contractor without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

10.10 Other Entity Use

The Contractor may be requested to convey its proposal prices, contract terms and conditions, to other municipalities or other governmental agencies within the State of Florida, and such requests shall be reasonably honored by the Contractor.

10.11 Inspection

The Project will be inspected by the City's Engineer of Record and the Project Manager (if a separate Project Manager is so appointed) for the City and will be rejected if it is not to conformity with the Contract provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for final inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

10.12 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than the Contractor and the City.

10.13 Miscellaneous

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the Contract.

10.14. Non-Appropriation

This Contract shall be deemed effective, and continuing, only to the extent of the annual appropriations available and made by the City Commission.

Section 11. Public Records

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: In compliance with Section 119.12, Florida Statutes, if the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at atcityclerk@ci.stuart.fl.us City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994.

Furthermore, in compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 12. Scrutinized Companies List

Pursuant to Sections 287.135, 215.4725, and 215.473, Florida Statutes prohibiting agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria; Contractor hereby certifies that it does not contract for such goods or services in any amount whatsoever, at the time of submitting to this ITB; and agrees that it shall not contract for such goods or services through the term of this Contract, including any renewals or extensions.

By signature on this Contract, Contractor certifies and attests, under penalty of perjury, that firm is not on any list, engaged in any business operations, or participating in any activities as specified in this section. If firm is found to be in violation of this Section, the Contract shall be terminated; and submission of such a false certification may subject Contractor to civil penalties, attorney's fees, and costs.

Section 13. Exhibits

The following Exhibits are attached to and made a part of this Contract:

Exhibit A - "Proposal as Submitted by Respondent and Accepted by City"

Exhibit B - "Original Invitation to Bid as Issued by City, including all Addenda"

Exhibit C - "Performance and Payment Bond"

Exhibit D- "Certificate of Insurance"

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Signatures are on following page

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT
CITY ATTORNEY

CONTRACTOR

Peggy Sheltra

(Signature)

Peggy Sheltra

Printed Name

President

Title

City of Stuart - ITB 2024-109 Dyer

Final Audit Report

2024-10-14

Created:	2024-10-13
By:	Holly Vath (buttercuphv@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA34eMOt9O7Km2w2TGC38E5FCNLfoveHEA

"City of Stuart - ITB 2024-109 Dyer" History

-  Document created by Holly Vath (buttercuphv@gmail.com)
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**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 10/28/2024

Prepared by: Mary Kindel

Title of Item:

COMMISSIONER CODE OF CONDUCT REVIEW

Summary Explanation/Background Information on Agenda Request:

In June, 2017, The City Commission adopted a "Stuart City Commission Code of Conduct". The intention of the document was to provide directions and parameters to be followed by the board. There have been requests from the public for the City Commission to review and/or update the Code of Conduct. The purpose for the agenda item is to provide the Commission with an opportunity to decide if it would like staff to schedule a formal action item to amend the document.

Funding Source:

N/A

Recommended Action:

Discuss and deliberate regarding the subject

ATTACHMENTS:

1. Commission_Code_of_Conduct_Blank



STUART CITY COMMISSION CODE OF CONDUCT

The City Charter provides information on the roles and responsibilities of City Commissioners, including those who sit as Mayor and Vice Mayor. The Charter provides for a "council-manager" form of government.

Pursuant to the Florida Municipal Officials Manual, Fourth Edition, 2001, the council-manager form is widely viewed as a way to take politics out of municipal administration. Under the council-manager form, the City Manager is the "chief administrative officer of the city." The Manager supervises and coordinates the departments, appoints and removes their directors, prepares the budget for the council's consideration, and makes reports and recommendations to the council. All department heads report to the manager. The manager is fully responsible for municipal administration. The manager is expected to abstain from any and all political involvement. At the same time, the council members and other "political" leaders are expected to refrain from intruding on the manager's role as chief executive. Council members are expected to abstain from seeking to individually interfere in administrative matters, including actions in personnel matters. Some city charters provide that interference in administrative matters by an elected city official is grounds for removal of the elected official from office.

However, the Stuart City Charter does not articulate a code of conduct for elected officials.

This Code of Conduct describes the manner in which Commissioners should treat each other, city staff, constituents, and others they come into contact with in representing the City of Stuart. It reflects the work of the City Commission in defining more clearly the behavior, manners, and courtesies that are expected for various occasions.

I. Overview of Roles & Responsibilities

The consistent theme throughout this Code of Conduct is "respect."

Commissioners experience expanded workloads and stress in making decisions that impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that guides Commissioners to do the right thing, in even the most difficult situations.

1. MAYOR: (City Charter, Section 14)

- Serves at the pleasure of the City Commission
- Acts as the official head of the City for all ceremonial purposes
- Chairs Commission meetings
- Calls for special meetings
- Recognized as spokesperson for the City
- Responsible to find a substitute for City representation when Mayor cannot attend
- Leads the City Commission as an effective, cohesive, consensus building team
- Signs documents on behalf of the City

2. VICE MAYOR: (City Charter, Section 14)

- Serves at the pleasure of the Commission
- Performs the duties of the Mayor, if the Mayor is absent, unavailable, or disabled
- Chairs City Commission meetings at the request of the Mayor
- Represents the City at ceremonial functions at the request of the Mayor

3. ALL COMMISSIONERS:

- Each member of the City Commission has an equal vote
- No Commissioner has more "power" than any other, and each should be treated with equal respect

Each City Commissioner should:

- Fully participate in City Commission meetings and other public forums while demonstrating civility, respect, kindness, consideration, and courtesy to others
- Prepare in advance of Commission meetings by reviewing Agenda materials, talking with the City Manager, with constituents, and becoming familiar with issues
- Represent the City at ceremonial functions at the request of the Mayor (in a public meeting) or City Manager
- Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- Do not interrupt city staff from their duties.
- Serve as a model of leadership and civility to the community
- Inspire public confidence in Stuart City government
- Make sure the City Clerk has current contact information, in case an emergency or urgent situation arises
- Demonstrate honesty and integrity in every action and statement
- Participate in scheduled activities to increase team effectiveness
- Review Commission procedures, such as this Code of Conduct, and become familiar with the City Code of Ordinances, the Land Development Code and the Comprehensive Plan

4. MEETING CHAIR:

The chair of official City Commission meetings (usually the Mayor or Vice Mayor), shall:

- Maintain order, decorum, and the fair and equitable treatment of all speakers
- Keep discussion and questions focused on specific agenda items under consideration
- Be mindful of the City's "Pledge of Civility" and require speakers to avoid all personal attacks.
- Makes parliamentary rulings (with advice, if requested, from the City Attorney, who acts as an advisory parliamentarian). Chair rulings may

be overturned, if a Commissioner makes a motion, and the majority of the City Commission supports the motion.

II. Policies & Protocol Related To Conduct

1. CEREMONIAL EVENTS:

- Requests for a City representative at ceremonial events will be handled through the City Manager's Office, or designee. The Mayor will normally serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another representative from the City Commission. If yes, the Vice Mayor will usually be next in line to represent the City. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to City Commissioners at their homes are presumed to be for unofficial, personal consideration.

2. CORRESPONDENCE:

- **Official Correspondence.** City Commissioners do not need to acknowledge the receipt of official correspondence, or copies of correspondence, during Commission meetings, unless the matter is substantive, and therefore requires Commission approval to respond. City staff will normally prepare official letters in response to public inquiries and concerns. Upon approval by the City Commission, these letters will be prepared on City letterhead, and signed by the Mayor, unless otherwise directed by the City Commission. A copy of each official letter shall be provided to each City Commissioner.
- If correspondence is addressed to only one City Commissioner, that Commissioner should check with the City Manager on the best way to respond to the sender. If a simple acknowledgement, congratulations, or thank you is all that is required, the individual Commissioner may respond on official City letterhead or note card.
- City letterhead shall not be used for correspondence by Commissioners representing a personal point of view, or a dissenting point of view from an official City Commission position.
- Correspondence also should be equally clear about representation. City letterhead may be used when the Commissioner is representing the City and the City's official position. A copy of official correspondence should

be given to the City Clerk to be filed as part of the permanent public record.

- Written correspondence, or email, requesting an appearance before the City Commission shall be referred to the City Manager for inclusion on an Agenda, or forwarded to the City Commission (with or without a staff report) for its consideration, prior to being placed on an Agenda.
- The city manager is authorized to create correspondence for his or her signature in the normal conduct of business and consistent with the authority of the city manager under the charter of the city.
- **Unofficial Correspondence.** Nothing in this policy is intended to prevent city commissioners or city staff from writing letters which are regarding personal business. A response to family, friends, neighbors, or other individuals regarding personal items or business, should not be written on city letterhead or note cards.
- **Written Correspondence between City Commissioners.** The use of e-mail, a written report, or any other form of written communication from one Commissioner to the City Commission on a subject which might be discussed at a public meeting is technically NOT a violation of the Sunshine Law, so long as no other Commissioner responds to the correspondence outside of a public meeting. If the Commissioner writing the email is doing so for the purpose of communicating his or her position on an issue outside of a meeting to gain support, this will be interpreted as a violation of the sunshine law.
- **However, if even one Commissioner responds to an e-mail, or written report, or other written communication by a Commissioner, a violation of the Sunshine Law has occurred.**
- **COMMISSIONERS SHOULD NOT SEND E-MAILS, TEXTS, REPORTS, POSITION PAPERS, OR OTHER FORMS OF COMMUNICATION DIRECTLY TO OTHER CITY COMMISSIONERS, REGARDING A SUBJECT WHICH MIGHT COME BEFORE THE CITY COMMISSION FOR ACTION.**
- **Commissioners understand that their city email is the correct source for communicating with individual members of the public, and further understand that they are personally**

responsible for maintaining all records of communication which are conducted on a platform other than their City email.

- **Specifically, the Commissioners acknowledge that if they use texts or any email other than their specific City email they are personally required to preserve and maintain the communication for public record purposes, and further that the City will not be able to preserve or maintain these records and the failure to keep them could result in a violation of Florida's Public Records laws.**

3. ENDORSEMENTS AND PUBLIC POSITIONS:

- The City Commission is precluded by Florida law from endorsing any candidate for elected office.
- The City Commission is free to take public positions on political issues.
- Individual Commissioners are free to take public positions on political issues, even if those positions are not consistent with the majority view of the Commission.

4. REORGANIZATION AND INTERGOVERNMENTAL RELATIONS:

- At the first City Commission in December of each year (Reorganization Meeting), the Commission selects from its members a Mayor and Vice Mayor. However, the City Commission is free to reorganize at any Commission meeting throughout the year, upon an approved motion of a Commissioner.
- At the reorganization meeting, the Commissioners will also decide which of the members will serve as liaisons to various external boards and committees, and will appoint or reappoint, as applicable, citizens to various appointed boards and committees.
- While serving on any external board, such as the MPO, TCRPC, or other board, the Commissioner(s) assigned will endeavor to consistently represent the position of the City Commission, and will not knowingly take a unilateral position that opposes the position of the City Commission.

5. PUBLIC PARTICIPATION AT MEETINGS:

- Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, discrimination, or disrespect should be evident on the part of individual Commissioners toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.
- The way the City Commission treats people during public hearings can do a lot to make them comfortable, or to push their emotions to a higher level of intensity.
- **Actively listen.** It is disconcerting to speakers to have Commissioners not look at them when they are speaking. Reading for a long period of time, texting, checking your email, or Facebook page, or gazing around the room gives the appearance of disinterest.
- **Ask for clarification, but avoid debate and argument with the public.** Only the Chair – not individual Commissioners -- can interrupt a speaker during a presentation. However, a Commissioner can ask the Chair for a point of order if the speaker is off the topic or exhibiting behavior or language that the Commissioner finds disturbing.
- **No personal attacks of any kind are tolerable.** Commissioners should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive. It violates the City's Pledge of Civility to make any personal attack.
- **Items not on the Agenda.**
- At the beginning of City Commission Meetings, a person, wishing to address the City Commission on any item NOT on the Agenda, shall fill out a form provided by the City Clerk and at a minimum, give his/her name and address. These NON-AGENDA public comments shall be limited to one (1) appearance per meeting for a duration not exceeding five (5) minutes unless a majority of the Commission feels some other time limit is appropriate, based upon the length or type of agenda.
- Under Florida law, public comment on non-agenda items, need not be taken at City Commissioner Town Hall Meetings, at City staff conducted hearings or meetings, at Emergency Special Meetings for a specific purpose, or at City Commission Workshops for a specific purpose.

- No question or comment by the public should be addressed directly to any individual Commissioner or City staff member. All comments must be directed through the Chair.
- Questions from the public may be referred by the Chair to the City Manager or City Attorney. If they are unable to give an immediate response to a question, the City Commission may decide the matter raised during Public Comment requires further review and discussion refer the matter to the City Manager for inclusion on a subsequent agenda.

- **Items on the Agenda.**

- When multiple speakers appear to speak on one topic on the Agenda. When a group of people supporting or opposing the same position regarding an item on the agenda desires to be heard, in the interest of time and to avoid repetitious comments, a spokesperson may be designated by the group to express the group's concerns. However, a person in the group may make comments which were not included in the spokesperson's comments. Participation shall be limited to five (5) minutes per person, unless a majority of the Commission feels some other time limit is appropriate.

- **When there is a Public Hearing.**

When a public hearing is required on an item, whether quasi-judicial or otherwise, the time established for presentation and debate is usually fluid and not restricted. However, by motion of the City Commission deadlines can be established to limit presentations or debate, or both presentation and debate.

- **Consent Calendar items.** The Agenda typically includes a Consent Calendar, during which the City Commission adopts by a single motion, one or more items listed on the Consent Calendar which are believed to be non-controversial, and which may be routine in nature. If one or more Commissioners request that an item(s) be removed from the Consent Calendar for discussion during the regular agenda, the item(s) shall be removed and placed where appropriate on the agenda.
- Public comment is required for the motion to adopt the Consent Calendar, but the members of the public are not permitted to ask for

removal of an item from the Consent Calendar, except for any quasi-judicial matter that has been placed on the Consent Calendar.

- **Exceptions when public participation is not required.**
- The right of the public to a reasonable opportunity to be heard does not apply:
 - When an official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements for public participation would cause an unreasonable delay in the ability of the Commission to act; or
 - When an official act involves a ministerial act, including but not limited to, approval of minutes and ceremonial proclamations; or
 - When the Commission holds an attorney-client session pursuant to § 286.011, Florida Statutes or a collective bargaining executive session

6. HANDLING LITIGATION AND OTHER CONFIDENTIAL MATTERS.

All written materials and oral information provided to Commissioners on matters that are confidential under State law shall be kept in complete confidence to ensure that the City's position is not compromised. Any confidential material will only be provided to Commissioners when needed by the City Commission to make a formal decision that is to come before them. No disclosure, photo copies, or mention of any information in these materials may be made to anyone other than City Commissioners, the City Attorney, or the City Manager.

- Confidential materials provided in preparation for and during duly called attorney-client sessions must be returned to staff at the conclusion of the closed session.
- Confidential materials provided to Commission members outside of closed sessions must be returned to staff within ten (10) days of their receipt.

- Individual Commissioners may not request confidential written information from staff that has not been provided to all Commissioners.

7. TRAVEL EXPENSES.

- The policies and procedures related to the reimbursement of travel expenses for official City business by Commissioners are outlined in the City's Procurement Policies. All Commissioner travel for which the Commissioner will be officially representing the City will be reimbursed by the City, must be approved and included in the annual budget, or otherwise funded as recommended by the City Manager.

8. COMMISSIONER CONDUCT WITH ONE ANOTHER.

- City Commissions are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, we all have chosen to serve in public elected office in order to preserve and protect the present and the future of the community.
- Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action, so long as the discussion remains civil.

9. SOCIAL ENCOUNTERS

- **The Florida Open Meetings Law prevails on any social gatherings involving Commissioners:** However, members of a public board or commission are not prohibited under the Sunshine Law from gathering socially, provided that matters which may come before the board or commission are not discussed at such gatherings.
- When two or more members of the City Commission are attending or participating in meetings or other functions unconnected with their board, they must refrain from discussing matters on which foreseeable action may be taken by the board, but are not otherwise restricted in their actions.
- For instance: a luncheon meeting held by a private organization in which members of the City Commission are invited, at which there is no discussion among such officials on matter relating to public business would not be subject to the Sunshine Law, merely because of the presence of two or more members of the commission.

- Commissioners should avoid situations in which they may be perceived by the general public as discussing matters which may come before the Commission. So, in this context, sitting together is never a good idea.
- As we all realize, elected officials are always on display – people around them that they may not know monitor their actions, manner, and language. Anticipate that lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings will be noted.
- The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in social conversations, and the conversation should not be allowed to stray into matters that could foreseeably come before the City Commission.
- **Be aware of the insecurity of written notes, voicemail messages, and e-mail:** Technology allows words written or said without much forethought to be distributed wide and far. Questions you should always think about... Would you feel comfortable to have this note or email published by the media? Or, how would you feel if this voicemail message was played on a speakerphone in a full office?
- Written notes, and voicemail messages should be treated as potentially "public" communication.
- Any use of the City email system should be treated as if the message is public, can be requested by the media, and could "go viral."
Incidental non-public use of the City email system is permitted, but it is a better practice to keep non-public matters on a non-public (personal) email system, and public matters only on the City's email system.
- The Sunshine Law applies to the deliberations and discussions between two or more members of the City Commission on some matter which foreseeably will come before the Commission for action. The use of a telephone to conduct such discussions does not remove the conversation from the requirements of s. 286.011, F.S.

IV. Commission Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and the City Manager who implements and administers the Commission's policies through the City staff. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community. Except for the purpose of inquiries and investigations, city commissioners shall deal with city employees who are subject to the direction and supervision of the city manager, solely through the city manager, and neither the city commission nor any of its members shall give orders to any such city employee, either publicly or privately, which depending on the individual circumstances could be deemed harassment.

As a result, the City Commission agrees to be bound by Section 44, Harassment and Professionalism in the Workplace.

44.1 Harassment

It is the policy of the City to promote a productive and satisfying work environment that is free from discrimination and harassment of any kind. Harassment undermines the integrity of employment relationships and the spirit of mutual trust and respect. The City does not and will not tolerate harassment in the workplace. Non-compliance with this policy is subject to disciplinary action, up to and including discharge from employment depending on severity.

Harassment may be verbal, written or physical conduct that denigrates or shows hostility or aversion towards an individual and has the purpose or effect of creating an intimidating or hostile atmosphere, an offensive working environment, has the purpose or effect of unreasonably interfering with work performance, or otherwise affects employment opportunities.

The term "harassment" includes, but is not limited to, slurs, jokes, and other verbal, graphic, or physical conduct relating to an individual's race, color, sex, pregnancy, marital status, religion, national origin, citizenship, age, or disability, or other protected status. "Harassment" also includes sexual advances, requests for sexual favors, unwelcome or offensive touching, slander or spreading rumors as to another's sexual preferences or behavior, and other verbal, graphic, or physical conduct of a sexual nature.

Sexual harassment is a form of unlawful sex discrimination defined as unwelcome, deliberate, or repeated sexually explicit verbal or physical conduct that embarrasses, humiliates or otherwise adversely affects the recipient or the recipient's co-workers. Protection of the law extends to both men and women and to harassment of someone of the same or opposite sex.

44.2 Employee Responsibility

Employees who feel that they have been harassed in any way by another employee or City Official or anyone the City does business with should immediately:

1. Notify and report the facts of the incident to the City Manager or the Human Resources Director.
2. The City Manager will coordinate a thorough investigation of the complaint and take, where necessary, any appropriate action.
3. A report documenting the case and subsequent findings will be forwarded to and maintained by the Human Resources Director in a separate file from the employee's regular personnel file, unless the outcome is actionable.

The City Manager, all Directors, and each supervisor have an affirmative responsibility to maintain the workplace free from harassment. This duty includes assuring that the policy is discussed with all employees, including emphasizing that an employee is not required to endure insulting, degrading or exploitative sexual harassment. Employees are asked not to assume that the City is aware of a harassment problem. Employees will not be penalized in any way for reporting possible harassment concerning themselves, another employee or superior. Employees are asked to be responsible and bring any complaints and concerns to the attention of the City immediately. All investigating procedures, file documentation, etc. will be conducted in as confidential a manner as possible.

44.3 Professionalism in the Workplace

A major objective of this Policy is to bring about a workplace environment which demonstrates the respect and dignity of all employees. As such, all employees shall maintain a high degree of professionalism and respect for all co-workers, direct reports, and leadership. Malicious, vulgar, obscene, threatening, or intimidating language or actions, physically abusive behavior, verbally abusive behavior, discriminatory actions or comments, or harassment of any type is both counter-productive, and actionable. This includes gossip

and the spreading of rumor. This type of behavior disrupts the expectation of cohesive teamwork among all employees, levels of management, and relationships with elected officials, and the public. Non-compliance with this policy is subject to disciplinary action, up to and including discharge from employment depending on severity.

Resolution 23-99
Added Section 44.3, 9/23/16, AR 16-01

- **TREAT ALL CITY EMPLOYEES AS PROFESSIONALS.** Clear and honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior toward staff by a city commissioner is not acceptable.
- **Limit contact to specific City staff.** Questions of City staff or requests for additional background information should be directed only to the City Manager, City Attorney, or Department Heads. The Office of the City Manager should be copied on any request outside of the City Manager's Office.
- **Requests for follow-up to staff** should be made only through the City Manager, or the City Attorney when appropriate. When in doubt about what staff contact is appropriate, Commissioners should ask the City Manager for direction.
- Unless purely personal, materials supplied to a Commissioner in response to an individual request will be made available to all members of the City Commission, so that all have equal access to information.
- **Do not disrupt City staff from their jobs.** Commissioners should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions, in order to have their individual needs met.
- **Never publicly criticize an individual employee.** Commissioners are entitled to their individual opinions regarding the performance of individual employees. However, those opinions should never be expressed in public, to the employee directly, or to the employee's supervisor. Comments about staff performance should only be made to the City Manager through correspondence or conversation.
- **Do not get involved in administrative functions.** Commissioners must not attempt to influence City staff on items that are within the jurisdiction of the City Manager, such as making new employee

appointments, awarding contracts, selecting consultants, processing development applications, or granting City licenses and permits.

- **Check with City staff on correspondence.** Before sending correspondence, Commissioners should check with City staff to see if an official City response has already been sent or is in progress.
- **Do not attend meetings with City staff unless directed by the City Commission.** Even if the Commissioner does not say anything, the Commissioner's presence implies either support or non-support, or shows partiality, or potentially intimidates staff, and hampers staff's ability to do their jobs objectively.
- **Limit requests for staff support.** Routine administrative support will be provided to all Commissioners through the City Manager's Office. All mail for Commissioners is opened by the City Manager's designee, unless other arrangements are requested by a Commissioner. Mail addressed to the Mayor is reviewed first by the City Manager, who may note suggested action or follow-up items.
- **Requests for additional staff support** – even in high priority or emergency situations – requests should be made to the City Manager who is responsible for allocating City personnel resources in order to maintain a professional, well-run City government.
- **Do not solicit political support from staff.** Commissioners should never solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff members retain the same constitutional rights as private citizens, and may support political candidates, but all such activities must be done away from the workplace.
- **Commissioners should refer to the City Manager** any City staff member who does not follow proper conduct in their dealings with City Commissioners, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions.
- **When preparing for Commission Meetings.** When preparing for Commission meetings, Commissioners should direct questions ahead of time to the City Manager so that staff can provide the desired

information at the Commission meeting. "Meeting by ambush" is never acceptable. There are an infinite number of questions an elected official can ask staff that can't be answered on the spot, and to do so may only serve to make the staff look ineffective.

V. Commission Conduct with and Relationship to the City Attorney

1. NO ATTORNEY-CLIENT RELATIONSHIP.

City Commission members who consult the City Attorney, or City Attorney staff, or attorney(s) contracted to work on behalf of the City, DO NOT enjoy or establish an attorney-client relationship with the attorney(s) by consulting with or speaking to them.

- Any attorney-client relationship established belongs to the City, acting through the majority of the City Commission, and as may be allowed in The Florida Bar Rules of Professional Conduct, or State law for purposes of defending the City or the City Commission in the course of litigation and administrative proceedings.
- **Requests for Legal Assistance.** Legal assistance may be requested directly from the City Attorney by an individual City Commissioner, outside of a public meeting(s) to assist the City Commissioner in carrying out his or her official duties on a matter. The City Attorney will respond to the individual request as prescribed by law, or as set forth in a contract with the City.
- Likewise, the City Manager, or with the City Manager's permission, a Department Director or staff member may seek legal assistance with his or her official duties, and the City Attorney shall provide such assistance, whenever feasible.

VI. In Unofficial Settings

- 1. MAKE NO PROMISE, YOU CAN'T KEEP.** Make no promises on behalf of the City Commission, without a Commission vote on the measure. Commissioners are frequently asked to explain a Commission action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy or refer it to City staff for further information.

- **It is improper to overtly or implicitly promise Commission action**, or to promise City staff will do something specific (fix a pothole, plant new flowers in the median, or direct staff to “look into the matter,” etc.).
- **Remember that Stuart is a “small town” at heart.** Commissioners are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Stuart. Honesty and respect for the dignity of each individual should be reflected in every word and action uttered by Commissioners, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

VII. Commission Conduct with Other Public Agencies

"Always do right. This will gratify some people and astonish the rest."

-- Mark Twain

- **Be clear about representing the city or personal interests.** If a Commissioner appears before another governmental agency or organization to give a statement on an issue, the Commissioner must clearly state: 1) if his or her statement reflects personal opinion, or is the official position of the City; and 2) whether this is the majority or minority opinion of the Commission.
- **If the Commissioner is representing the City**, the Commissioner must support and advocate the official City position on an issue, not a personal viewpoint. If the City Commission’s position has not been established, the Commission should not take a position, until the matter can be heard by the City Commission.
- **If the Commissioner is on a board, or is representing another organization, which holds a position different from the City**, the Commissioner should withdraw from voting on an issue if it significantly and detrimentally impacts the City’s interest. Commissioners should be clear about which organizations they represent and inform the City Commission of their involvement, as the need arises.

VIII. Commission Conduct with Advisory Boards

The City has established several standing Boards as a means of gathering community input. Citizens who serve on these boards become more involved in government, and serve as advisors to the City Commission. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- **If attending a Board meeting, be careful to only express personal opinions.** Commissioners may attend any Board meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Commissioner at a Board meeting should be clearly made as an individual opinion, and not a representation of the feelings of the entire City Commission.
- **Limit contact with Board members to questions of clarification.** It is inappropriate for a Commissioner to contact a Board member to lobby on behalf of an individual, business, or developer. It is acceptable for Commissioners to contact Board members in order to clarify a position taken by the Board.
- **Remember that Boards serve the community, not individual Commissioners.** The City Commission appoints individuals to serve on Boards, and it is the responsibility of each Board to follow policy and ordinances established by the Commission. But Board members do not report to individual Commissioners, nor should Commissioners feel they have the power or right to threaten Board members with removal if they disagree about an issue. Appointment and re-appointment to a Board should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board appointment should not be used as a political "reward."
- **Be respectful of diverse opinions.** A primary role of Boards is to represent many points of view in the community, and to provide the Commission with advice based on a full spectrum of concerns and perspectives. Commissioners may have a closer working relationship with some individuals serving on Boards, but must be fair and respectful of all citizens serving on Boards.

- **Inappropriate behavior can lead to removal.** Inappropriate behavior by a Board member should be referred to the City Manager, and the City Manager should counsel the offending member. If inappropriate behavior continues, the City Manager should bring the situation to the attention of the Commission, and the individual is subject to removal from the Board.

IX. Commission Conduct with the Media

Commissioners are frequently contacted by the media for background and quotes.

- **The best advice for dealing with the media is to never go "off the record."** Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.
- **Follow the Communications Plan and in most cases, you won't be "wrong."** Depending on the issue, the Mayor will be the designated representative of the City Commission to present and speak on the official City position. If an individual Commissioner is contacted by the media, the Commissioner should be clear about whether their comments represent the official City position or a personal viewpoint.
- At the same time, other issues may require the City Manager, the Police or Fire-Rescue Chief, or other person to be the official spokesperson... follow the Communications Plan.
- **Choose words carefully and cautiously.** To avoid inadvertent errors by the media when quoting what a Commissioner says, it is advisable to give short answers. Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

X. Public Decorum

- No person attending Commission meetings shall be allowed to make obscene, vulgar, or abusive remarks, nor shall any person be allowed to make repetitive remarks so as to become disruptive to the purpose of the meeting.

- No person shall be allowed to become violent, aggressive, belligerent, or boisterous. Any such person shall be instructed by the Chair to cease making such remarks or engaging in such improper conduct.
- If the person fails to comply with the Chair's instruction, (s)he may be removed from the Commission Chambers upon the Chair's directive, unless a majority of Commission grants such person permission to remain in Commission Chambers.
- It is the duty of the Chief of Police or a member of the Police Department acting as sergeant-at-arms to forcibly evict, if necessary, any person from the Commission Chambers upon the order of the Chair or Commission at any such meeting. The sergeant-at-arms shall carry out all orders and instructions given by the Chair for the purpose of maintaining order and decorum at the Commission meeting.
- **It all comes down to respect.** Respect for one another as individuals and respect for the validity of different opinions, respect for the democratic process, and finally respect for the community we serve.