

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

City Commission Meeting - Monday, May 11, 2026 - 9:00 a.m.

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

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Approval of Minutes**

- A. Approval of the minutes from the April 13, 2026, Day Meeting.

5. **Proclamations**

6. **Additions or deletions to agenda and approval of the agenda.**

7. **COMMENTS FROM THE PUBLIC**

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

8. **Miscellaneous Reports and Presentations**

- A. Chief Smith update of the Fort Pierce Police Department, covering his first one hundred days as Chief of Police and a status update on the Center for Public Safety Management's "Police Operations and Data Analysis Report".

9. **Consent Agenda**

- A. Approval of expenditure to increase Purchase Order No. 26504 with Excelsior Defense, Inc., Saint Petersburg, FL, to provide Security Officer Services to City Hall in an amount not to exceed \$85,000.

- B. Approval to piggyback the St. Lucie County Annual Traffic Maintenance Contract C25-11-1055 with Econolite Systems, Inc. for traffic signal maintenance for an annual amount of \$175,000.00.
- C. Approval of Specific Authorization No. 1 with Econolite Systems, Inc. for traffic signal maintenance in the annual amount of \$175,000.00.
- D. Approval of Kimley-Horn and Associates, Inc. Specific Authorization No. 3 (RFQ No. 2025-022) for the Redesign of Veterans Memorial Park in the amount not to exceed \$33,765.00.
- E. Approval of expenditure to increase to GrayRobinson, PA Purchase Order #260270 for outside legal services to \$100,000.
- F. Approval for Commissioner Curtis Johnson to attend the Florida League of Cities 2026 Leadership Class in Orlando, Florida from May 14 to May 15, 2026 at a cost of \$627.45.
- G. Approval for City Clerk Linda Cox to attend the Florida Records Management Association 2026 Annual Conference in Daytona Beach, Florida from May 19 to May 22, 2026 at a cost of \$1,276.68.
- H. Approval of the collective bargaining agreement wage reopener article between the City of Fort Pierce and Teamsters Local Union Number 769 (General Employee Unit) October 1, 2024 - September 30, 2026.
- I. Approval of Management Agreement with VenuWorks of Fort Pierce, LLC for Operation of the Sunrise Theatre

10. **City Commission - Resolutions**

- A. Resolution 26-R33 appointing Blair Lehman to the Board of Examiners of Contractors as Commissioner Gaines appointee.
- B. Resolution 26-R34 approving a grant application for submission to the Florida Inland Navigation District's 2026 Waterways Assistance Program (WAP) for the Marina Square seawall replacement, Phase 1.

11. **New Business - City Commission Discussion Items**

12. **City Commission Boards and Committees Updates**

13. **Adjournment**

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

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

City Commission Day Meeting 9:00 AM

4. A.

Meeting Date: 05/11/2026

Re:

SUBJECT:

Approval of the minutes from the April 13, 2026, Day Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Minutes

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 9 A.M. ON MONDAY, APRIL 13, 2026.

1. **Call to Order**

Mayor Hudson called the April 13, 2026, Day Meeting to order at 9:00 A.M.

2. **Pledge of Allegiance**

3. **Roll Call**

Present: Commissioner Michael Broderick; Commissioner Chris Dzadoovsky;
Commissioner Curtis Johnson, Jr.; Mayor Linda Hudson

Absent: Commissioner Arnold Gaines

Staff Present: City Manager Richard Chess
City Attorney Sara Hedges
City Clerk Linda Cox

Motion was made by Commissioner Chris Dzadoovsky, seconded by Commissioner Curtis Johnson, Jr. to excuse Commissioner Gaines

AYE: Commissioner Chris Dzadoovsky, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

Commissioner Michael Broderick arrived at 9:01 A.M.

4. **Approval of Minutes**

A. Approval of the minutes from the March 9, 2026, Day Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Chris Dzadoovsky to approve the minutes for the March 09, 2026, Day Meeting.

AYE: Commissioner Chris Dzadoovsky, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

5. **Proclamations**

A. Sexual Assault Awareness Month, The Inner Truth Project

B. Mental Health Awareness Month, Roundtable of St. Lucie County Inc

C. Retirement of Officer Guy Montgomery, Fort Pierce Police Department

6. **Additions or deletions to agenda and approval of the agenda.**

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the agenda.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadoovsky,
Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

7. COMMENTS FROM THE PUBLIC

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

Chris Gardner
Kris Einstein
Gus Gutierrez
Jamerick Monroe

8. Miscellaneous Reports and Presentations

A. Parking Committee Recommendations

Parking Committee Chairperson, Ryan Collins, presented the recommendations of the Parking Committee along with Community Response Director, Shaun Coss. Commissioner Broderick commented on the multiple parking studies done in the downtown area and expressed disinterest in getting any more studies done. The Commission discussed securing costs for a parking garage at the JC Penny parking lot and that they would like to get plans ready to put the bid out for the garage. They also discussed the option of the new garage being a pay to park to help offset the costs of the garage. Mr. Coss mentioned working with City Manager Chess on staffing for the parking enforcement and management. It is being discussed for the upcoming fiscal year's budget to have two additional parking enforcement positions.

B. Infill Lien Reduction Program Update

Mr. Coss presented the Infill Lien Reduction Program update. The Commission discussed that this program can be routed through Tyler when it is ready. They also discussed spreading liens. They would like this program to be initiated through a resolution that way if any changes need to be made it can be easily updated and they want all the departments to be involved in the creation of the resolution. They stated they would like the dilapidated structures to be cleaned up, and they want to keep the city clean.

C. Recommendation from the Parks Advisory Committee to Initiate a Call for Submissions for the Pioneer Park Plaque Program

Parks Advisory Board member, Mary Ann Durkin, and Special Projects Coordinator for the Public Works Department, Marsha Commond, discussed the recommendation to initiate a call for submissions for the Pioneer Park Plaque Program. Ms. Commond mentioned the revisions to the guidelines for the program being what the Commission asked to be updated previously to specifically stated no living submissions. They discussed the costs of the plaques which would be approximately \$2,500 each and the option of installing a couple each year rather than all of them at once. If they did a couple every year it could be a special event of unveiling and a celebration of the specific pioneers. They asked if there are any grants the committee could investigate because of the historic nature of these plaques. Ms. Cox, City Clerk, reminded Ms. Commond that the changes to the program guidelines required formal approval by the Commission through a Resolution.

D. Recommendation from the Parks Advisory Committee to Initiate a Call for Submissions for the Renaming of Coach Fenn Park.

Ms. Durkin presented the recommendation from the Parks Advisory Committee to Initiate a Call for Submissions to rename Coach Fenn Park. The Commissioners all agreed that they are not in favor of this as he was a County and City Commissioner as well as a great leader within the City.

9. **Consent Agenda**

10. **City Commission - Resolutions**

- A. Resolution 26-R27 appointing members to the Board of Examiners of Contractors.

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

RESOLUTION 26-R27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF EXAMINERS OF CONTRACTORS; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Broderick appointed Noah Johnson, Commissioner Dzadoovsky appointed Brandon Nobile, Commissioner Johnson appointed Ryan Collins, and Mayor Hudson appointed Don Bergman. Commissioner Gaines will appoint a member at a later date.

Motion was made by Commissioner Chris Dzadoovsky, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 26-R27.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadoovsky,
Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

- B. Resolution 26-R28 appointing a member to the Civil Service Appeals Board.

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

RESOLUTION 26-R28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE CIVIL SERVICE APPEALS BOARD; PROVIDING FOR AN EFFECTIVE DATE.

This resolution appointed Rashard Alston to the Civil Service Appeals Board.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Resolution 26-R28.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadoovsky,
Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

- C. Resolution 26-R30 approving a Grant Agreement with FDOT 456810-1 for 13th Street Reconstruction from Georgia Avenue to Orange Avenue in the City of Fort Pierce to receive up to \$500,000 in grant funds.

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

RESOLUTION 26-R30

A RESOLUTION AUTHORIZING THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FORT PIERCE SOUTH 13TH STREET RECONSTRUCTION PHASE 2 (SPECIFIC APPROPRIATION 1871A) OF

THE GENERAL APPROPRIATION ACT (GAA) FOR IMPROVEMENTS TO SOUTH 13TH STREET FROM GEORGIA AVENUE TO ORANGE AVENUE; AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

City Engineer, Mark Zrallack, discussed the resolution. He mentioned it is for safety improvements along the 13th Street corridor. The Commission asked if the City could contact St. Lucie County as well as the School Board to assist with the funds for this restoration project as it is along the bus routes for the schools in the area.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Chris Dzadoovsky to approve Resolution 26-R30.

AYE: Commissioner Michael Broderick, Commissioner Chris Dzadoovsky,
Commissioner Curtis Johnson, Jr., Mayor Linda Hudson

Passed

11. **New Business - City Commission Discussion Items**

12. **City Commission Boards and Committees Updates**

Commissioner Johnson mentioned he does not have any updates, the Fire Board is meeting this week, and the Port Advisory board will be meeting soon. Commissioner Dzadoovsky mentioned he attended an extensive meeting of the Regional Planning Council where they discussed many topics. A few being keeping solid wastes out of the rivers, protecting coral reefs to include the Oculina Reef off the St. Lucie County shoreline, as well as a few senate bills; those being 1434, 840, and 927. He asked about the City's lease list being presented to the Commission as well as the Assistant City Attorney position. Mr. Chess mentioned the lease list is still being composed and reviewed. Ms. Hedges mentioned the assistant City Attorney position is still posted and they have an interview later next week. Mayor Hudson mentioned the Treasure Coast Regional League of Cities will be meeting next week and they have a luncheon coming up in May to which all the Commissioners are invited. It will be held at the old St. Lucie Village School, and they will be presenting two scholarships to IRSC students who are in Public Administration jobs. Commissioner Broderick mentioned the Sunrise Theater Advisory Board is asking what the status is of the contract with VenuWorks. The contract is finalized but they are discussing the timeline of the starting date.

13. **Adjournment**

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

Mayor Hudson adjourned the meeting at 11:32 A.M.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Day Meeting 9:00 AM

8. A.

Meeting Date: 05/11/2026

Re: Police Department Update

Submitted For: David Smith, Chief of Police, Police Department

SUBJECT:

Chief Smith update of the Fort Pierce Police Department, covering his first one hundred days as Chief of Police and a status update on the Center for Public Safety Management's "Police Operations and Data Analysis Report".

City Commission Day Meeting 9:00 AM

9. A.

Meeting Date: 05/11/2026

Re: Approve Change Order for PO 26504 -Excelsior Defense, Inc.

Submitted For: Jared Sorensen, Human Resources Manager, Administrative Services

SUBJECT:

Approval of expenditure to increase Purchase Order No. 26504 with Excelsior Defense, Inc., Saint Petersburg, FL, to provide Security Officer Services to City Hall in an amount not to exceed \$85,000.

SUMMARY:

The Human Resources division is seeking approval to increase Purchase Order No. 26504 with Excelsior Defense, Inc., Saint Petersburg, FL, to provide security officer services to city hall in an amount not exceeding \$85,000. The current PO was originally approved for \$40,000. Increase is needed to cover invoice costs for 1st. Quarter 2026.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by City Commission.

RESPONSIBLE STAFF:

Human Resources

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2026
Account: 0016000-534900
Amount: 85,000

OTHER INFORMATION:

The funds are budgeted and will come from account 0016000-534900.

Attachments

January 2026 Invoice
February 2026 Invoice
March 2026 Invoice



EXCELSIOR
DEFENSE

EXCELSIOR DEFENSE, INC.
2660 5TH AVENUE NORTH
SAINT PETERSBURG, FL. 33713
FEIN: 59-3541210

Invoice

Date	Invoice #
2/1/2026	17241

PAST DUE

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

Ship To

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
380	Security Officer Services (01 January - 31 January) City Hall	26.77	10,172.60
24.5	Security Officer Services Meetings	40.16	983.92
	Sales Tax	0.00%	0.00
Total			\$11,156.52

Phone #	Fax #	E-mail	Web Site
727-527-9600	727-520-1199	khalverson@excelsiordefense.com	www.excelsiordefense.com



**EXCELSIOR
DEFENSE**

EXCELSIOR DEFENSE, INC.
2660 5TH AVENUE NORTH
SAINT PETERSBURG, FL. 33713
FEIN: 59-3541210

Invoice

Date	Invoice #
3/1/2026	17307

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

Ship To

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
380	Security Officer Services (01 February - 28 February) City Hall	26.77	10,172.60
13.25	Security Officer Services Meetings	40.16	532.12
	Sales Tax	0.00%	0.00
Total			\$10,704.72

Phone #	Fax #	E-mail	Web Site
727-527-9600	727-520-1199	khalverson@excelsiordefense.com	www.excelsiordefense.com



EXCELSIOR
DEFENSE

EXCELSIOR DEFENSE, INC.
2660 5TH AVENUE NORTH
SAINT PETERSBURG, FL. 33713
FEIN: 59-3541210

Invoice

Date	Invoice #
4/1/2026	17375

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

Ship To

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
440	Security Officer Services (01 March - 31 March) City Hall	26.77	11,778.80
23.75	Security Officer Services Meetings	40.16	953.80
	Sales Tax	0.00%	0.00
Total			\$12,732.60

Phone #	Fax #	E-mail	Web Site
727-527-9600	727-520-1199	khalverson@excelsiordefense.com	www.excelsiordefense.com

City Commission Day Meeting 9:00 AM

9. B.

Meeting Date: 05/11/2026

Re: Request Approval of Piggyback Contract with Econolite for Traffic Signal Maintenance

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval to piggyback the St. Lucie County Annual Traffic Maintenance Contract C25-11-1055 with Econolite Systems, Inc. for traffic signal maintenance for an annual amount of \$175,000.00.

SUMMARY:

Maintenance of the traffic signal systems by Econolite Systems, Inc. was previously approved for an annual amount of \$175,000.00 by the Commission at the January 21, 2025 meeting, with a contract to follow at a later meeting. Econolite is the vendor that manufactures the equipment utilized by the City of Fort Pierce traffic control system. Econolite has recently added a division which the City is currently utilizing on a preventive maintenance and emergency basis due to their familiarity with the equipment and the fact that no vendors have responded to the previous two advertisements for bids. Follow-up conversations with possible vendors indicated the age and condition of the City's traffic control system was a deterrent for them in submitting a bid. Therefore, staff requests approval to piggyback the Saint Lucie County Contract C25-11-1055 with Econolite Systems, Inc. to continue to provide maintenance and emergency services for the City's traffic control systems.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny the piggyback contract and negotiate a separate contract with Econolite.

Deny and readvertise for bids for a third time.

RESPONSIBLE STAFF:

Mark Zrallack

COORDINATED WITH:

Saint Lucie County

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2026
Account: 0014400-534900
Amount: \$175,000.00

FISCAL IMPACT:

The \$175,000.00 shall be encumbered by the General Fund Engineering Contractual Services, Account No. 00144000-534900.

Attachments

Piggyback Maintenance Agreement



PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Piggyback Contract with **Econolite Systems, Inc.** (hereafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policy.
2. The parties agree that the Vendor has entered a contract with **St. Lucie County**, said contract being identified as: **St. Lucie County Contract, Contract C25-11-1055** (said original contract being referred to as the "original government contract").
3. The original government contract is incorporated here by reference and is attached as Exhibit "A" to this contract. The terms and conditions of **Exhibit "A"** shall be fully binding upon the City and the Vendor.
4. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Fort Pierce, as follows:
 - a) Time Period ("Term") of agreement: **The date the Agreement is entered through November 4, 2028**
 - b) Insurance Requirements: **No Change**
 - c) Any other provisions that will be modified: **No Change**
Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in **Exhibit "A"**, the Vendor agrees to send notices, invoices and will conduct all business with:

City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1, Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com
 - d) The City's Project Manager and associated contact information is listed below:

Name: Mark Zrallack, P.E.
Title: City Engineer
Address: 100 N US Highway 1, Fort Pierce, FL 34950
Telephone: 772-467-3773
Email: mzrallack@cityoffortpierce.com

5. Notwithstanding anything in **Exhibit "A"** to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.
6. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to St. Lucie County and as user or buyer of the VENDOR'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in **Exhibit A** of this Agreement. The Parties' Agreement shall consist of these terms and conditions and **Exhibit A** (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then **Exhibit A**.
7. Notwithstanding any other provision in **Exhibit "A"** to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
8. At all times, Vendor shall comply with Florida's public records laws. Vendor shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) 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; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor 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

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

10. Nothing contained in **Exhibit "A"**, **Exhibit "B"**, or this Piggyback Contract is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.
11. All requirements of Section 448.095, Florida Statutes, shall be complied with by Vendor. In accordance with, Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Vendor shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Vendor, Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

12. **Exhibit "C"** to this Piggyback Contract, an affidavit stating that Vendor does not use coercion for labor or services, must be signed by an officer or representative of Vendor upon entering the Agreement, in accordance with Florida Statute Section 787.06(14).
13. Vendor shall, at all times hereafter, indemnify, defend, and hold harmless the City, its Board, members, officials, officers, directors, agents and employees from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorney's fees, arising out of the negligent or wrongful act or omission of VENDOR, its officers, agents, employees, servants, independent contractors or subcontractors.
14. City shall not be liable for and Vendor agrees to indemnify City against any liability resulting from injury or illness, of any kind whatsoever, to Vendor's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.
15. City shall not in any respect indemnify, defend, or hold harmless the Vendor.
16. Notwithstanding any other provision in any Exhibit to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
17. Vendor shall comply with all insurance requirements in **Exhibit "D"**.
18. Notwithstanding any other provision in **Exhibit "A"** to the contrary, the insurance, indemnification, and payment provisions as set forth in the original government contract and this Piggyback Contract shall survive the termination or expiration of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Entered this 14th day of April, 2026.

ECONOLITE SYSTEMS, INC.

By: [Signature]
Title: Vice President
Date: 4/15/2026
Attested by: [Signature]
Name: JULIE BYE

CITY OF FORT PIERCE:

By: _____
Title: _____
Date: _____
Attested by: _____
Name: _____

Approved as to Form and Correctness:

Sara Hedges, City Attorney

- Exhibit A – Original Government Contract
- Exhibit B – Scope of Work/Proposal
- Exhibit C – Affidavit Regarding Use of Coercion for Labor or Services
- Exhibit D – Insurance Requirements

EXHIBIT "A"

ORIGINAL GOVERNMENT CONTRACT

ST. LUCIE COUNTY CONTRACT NO. C25-11-1055

SIGNAL MAINTENANCE AND MASTER CONSTRUCTION CONTRACT

CONTRACT

THIS CONTRACT, made this 4th day of November, 2025, between ST. LUCIE COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY", and ECONOLITE SYSTEMS, INC., or his, its or their successors, executors, administrators, and assigns hereinafter called the "CONTRACTOR":

WITNESSETH:

1. **PURPOSE**

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

2. **GENERAL DESCRIPTION OF WORK**

It is agreed that the Work to be done under this Contract is: **Signal Maintenance and Master Construction Contract** as further described in **St. Lucie County Bid No. 25-089**, made a part hereof by this reference.

3. **PROJECT MANAGER**

The Project Manager for the County is Robert Andrejczak at (772) 462-6408. The Project Manager for the Contractor is Frank Stock at (406) 220-4265.

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

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

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

4. CONTRACT DOCUMENTS

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

- A. This Contract, consisting of pages 01 through 12 inclusive.
- B. Contractor's Bid and Bid Bonds, consisting of 23 pages.
- C. Bid Documents, consisting of:
 - Call for Bids and Instructions to Bidders, Section 00100
 - Bidder's Checklist, Section 00110
 - Bid Forms, Section 00300
 - Scope of Work, page 12 to 13, inclusive
 - Special Provisions, page 14 to 15, inclusive
 - Schedule "A" – Example Work Document
 - Schedule "B" – Inventory/Spare Parts List to be Carried
 - Schedule "B" – St. Lucie County Traffic Signals Standards
 - Bidder's Qualification Statement, page 20 to 21, inclusive
 - Confirmation of Drug-Free Workplace, Section 00454
 - Non-Collusion Affidavit, Section 00455
 - General Conditions, Section 00700
 - Attachment A – Applicable Federal Terms
 - Attachment B – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions
 - Attachment C – Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- D. Addenda No. 01 to 02, inclusive.
- E. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.
- F. Any Modifications, including change orders, duly delivered after execution of this Contract.

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

5. PERFORMANCE GUARANTY

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including

final payment, by the County shall relieve the Contractor or its Surety from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

6. TERM

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

7. CONTRACT PAYMENT

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents, subject to adjustment by change order, the total amount in current funds being: AS FOLLOWS:

HOURLY RATES		
Traffic Signal Tech, IMSA III - Daytime Weekdays (8am – 5pm)	Hourly	\$ 132.51
Traffic Signal Tech, IMSA III - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 198.76
Traffic Signal Tech, IMSA II - Daytime Weekdays (8am – 5pm)	Hourly	\$ 114.46
Traffic Signal Tech, IMSA II - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 155.14
Technician - Daytime Weekdays (8am – 5pm)	Hourly	\$ 114.46
Technician - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 155.14
Project Manager / Supervisor	Hourly	\$ 142.20
Bucket Truck	Hourly	\$ 45.94
Pickup Truck	Hourly	\$ 45.94
Actual Cost (including shipping and tax) Plus		15%

The County shall pay the Contractor through payments issued by the County Finance Department in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the certified invoice from the County Project Manager. The parties agree, however, that any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act.

8. SUBCONTRACTORS

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

9. **AUDIT**

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

10. **PUBLIC RECORDS**

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

- (a) Keep and maintain public records required by the County to perform the service.
- (b) Upon request from the County's custodian of public records, provide the County 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 Section 119 Florida Statutes 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 County.
- (d) Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record 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 record stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.

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

11. **GUARANTEE**

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

12. **CONTRACTOR RESPONSIBILITY**

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

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

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

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

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

13. **INDEMNITY**

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

14. **INSPECTION**

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

15. **INSURANCE**

Each such general liability certificate shall include the following wording: "St. Lucie County, its officers, agents and employees are named as additional insured's with respect to the work performed under this Contract for Signal Maintenance and Master Construction Contract, St. Lucie County Bid No. 25-089".

Commercial General Liability:

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

Business Automobile Liability:

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

Workers' Compensation and Employers Liability:

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

16. DEFAULT; TERMINATION

A. FOR CAUSE

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

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

- (1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.
- (2) If the Contractor should refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material to meet the project schedule or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the Work.
- (3) If the Contractor disregards laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of the provisions of the Contract.
- (4) Fails to perform any of the terms of this Contract or performs work which fails to conform to the requirements of this Contract.

In the event of termination, the County may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to

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

B. WITHOUT CAUSE

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

C. SCRUTINIZED COMPANIES TERMINATION

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

17. **NON-DISCRIMINATION**

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

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

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

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

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

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

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

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

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

20. **FLORIDA PRODUCED LUMBER**

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

21. **ASBESTOS-FREE MATERIALS**

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

22. **ASSIGNMENT**

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

23. **NOTICES**

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

As to County:

St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

With a Copy To:

St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

As To Contractor:

Econolite Systems, Inc.
6091 Johns Road, Suite 2
Tampa, Florida 33634
Phone: (703) 789-5125
Email: sdefazio@econolite.com

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

24. **NON-WAIVER**

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

25. **CONFLICT OF INTEREST**

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

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

26. **DISPUTE RESOLUTION**

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

27. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the

mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

28. **ANTITRUST ASSIGNMENT**

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

29. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

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

ATTEST:

Kira Smith
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: *Tomie Lee Fowler*
CHAIR



APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
INTERIM COUNTY ATTORNEY

ECONOLITE SYSTEMS, INC.

BY: *Stephanie DeFazio*

PRINT NAME: Stephanie DeFazio

TITLE: Vice President

DATE: 11/13/2025

SECTION 00110

Econolite Systems, Inc.

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

BIDDER'S CHECK LIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

BIDS SHALL BE REJECTED AS NON-RESPONSIVE if the following documents and/or attachments are not completely filled out and submitted with your bid. Before sending in your bid, please make sure you have completed and included with bid submittal all of the following:

- Bid Form and Bidder's Qualification Questionnaire
- Two (2) copies of either a State License/Certification or County Competency Card (See Section 00100, Article 24.0)
- Please complete in their entirety; Sections; 00110 (Bidder's Checklist); 00300 (Bid Form and Bidder's Qualification Questionnaire), 00455 (Non-Collusion Affidavit) and Confirmation of Drug Free Workplace, Attachment A - Applicable Federal Terms, Attachment B - Certification regarding Debarment, Attachment C - Certification Regarding Contracts, Grants, Loans & Cooperative Agreements.
- Include proof of proper licensing as stated in bid documents:
 - a) Due to the nature of this contract CONTRACTOR must have a current Certificate of Qualification from the Florida Department of Transportation. A copy of the current Certificate of Qualification must be attached to the Bid documents for this Bid to be valid.
 - b) CONTRACTOR must have a current St. Lucie County Electrical Contractors license, and a copy must be attached to the Bid documents, or this Bid will be invalid.
 - c) The CONTRACTOR shall submit with the BID, an IMSA Certified Level II/III Traffic Signal Field Technician and Area Superintendent.
- Bid Form (Section 200) must be complete and have an original signature (preferably signed in blue ink).
- Every page that has anything handwritten on it must be imprinted with the company's name on the top right-hand corner of the page.
- Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.
- Erasures, as well as descriptive literature, brochures and/or data must be initialed by the person signing the bid.
- Enclose One (Original) Bid Package, and Two (2) copies of the bid package, as well as two (2) sets of any descriptive literature, brochures and/or supporting data. Bidders are advised to make and retain a separate copy of this bid package for your files.
- Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If using Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.
- If you desire a copy of the bid tabulation, include a self-addressed, stamped envelope for bid tabulation to be mailed back to you



PLEASE INITIAL AND RETURN WITH BID FORM

SECTION 00300
BID FORM

BID No. 25-089
Signal Maintenance and Master Construction Contract

Board of County Commissioners
St. Lucie County, Florida
2300 Virginia Avenue
Fort Pierce, FL 34982

(BIDDER'S COMPANY NAME)

I, Stephanie DeFazio Representing Econolite Systems, Inc. Company and/or Corporation, agree to perform, the Signal Maintenance & Master Construction Contract as specified and described herein:

I have received the documents titled "SIGNAL MAINTENANCE & MASTER CONSTRUCTION CONTRACT." I have also received addenda numbers 2 thru 2 and have included their provisions in my Bid. I have examined both the Bid documents and the construction site(s) and submit the following Bid in which I agree:

1. To hold my Bid open until an agreement has been executed between the Owner and accepted Bidder or until ninety (90) days after Bids are opened, whichever is longer.
2. To enter into and execute a Contract on the basis of this Bid and, if necessary, to furnish a one hundred percent (100%) Public Construction Bond in accordance with the Instructions to Bidders to guarantee my workmanship and materials to be free from construction defects for a period of not less than one (1) year, if this Bid is accepted.
4. To accomplish the work included in and in accordance with the Contract Documents, if this Bid is accepted.
5. This contract will be for a period of three (3) years with an option of two (2) one (1) year renewals.
6. Regarding Compensation for proposed work. If this Bid is accepted, I will PERFORM THE WORK REQUIRED for this bid on a unit price basis as reflected in the Bid Unit Price Schedule on pages through 3 of this Bid.
7. Regarding the Award of the Contract. If I am awarded a contract for this project, I understand that the award will be for all of the Items listed under the Bid Unit Price Schedule.
8. Maintenance work performed on this contract shall be in accordance with Option A as determined by the COUNTY for the period of the contract.

BID NO. 25-089
Signal Maintenance & Master Construction Contract

I, Stephanle DeFazio REPRESENTING Econolite Systems, Inc. Company and/or Corporation, agree to provide Signal Maintenance & Master Construction Contract, as specified and described herein for the unit prices submitted on the Bid Form.

HOURLY RATES		
Traffic Signal Tech, IMSA III - Daytime Weekdays (8am – 5pm)	Hourly	\$ 132.51
Traffic Signal Tech, IMSA III - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 198.76
Traffic Signal Tech, IMSA II - Daytime Weekdays (8am – 5pm)	Hourly	\$ 114.46
Traffic Signal Tech, IMSA II - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 155.14
Technician - Daytime Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 114.46
Technician - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 155.14
Project Manager / Supervisor	Hourly	\$ 142.20
Bucket Truck	Hourly	\$ 45.94
Pickup Truck	Hourly	\$ 45.94
	Total	\$ 1,096.63

Actual Cost (including shipping and tax) Plus	15 %
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Company Name Econolite Systems, Inc.

Contact Person Stephanle DeFazio

City, State, Zip Code 6091 Johns Rd, Ste 2, Tampa, FL 33634 US

Business Phone Number (703) 789-5125

E-Mail Address sdefazio@econolite.com

Fax Number N/A

Cell Phone Number (703) 789-5125

(MUST BE SUBMITTED WITH BID FORM)

BIDDER'S QUALIFICATIONS STATEMENT

BID No. 25-089

SIGNAL MAINTENANCE AND MASTER CONSTRUCTION CONTRACT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION:

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. Bidder's Name, Principal Address, Phone and Fax Number:

Econolite Systems, Inc.

6091 Johns Rd, Ste 2, Tampa, FL 33634 US

Phone (703) 789-5125

Fax N/A

2. Number of years as a Contractor in this type of work: 23

3. Names and titles of all officers, partners or individuals doing business under trade name:

<u>Andy Myers - President & CEO</u>	<u>Muhammad Khan - Dir. Accounting & Asst. Secretary</u>
<u>Huy Huynh - VP, Finance & Treasurer</u>	<u>James Madden - Senior VP, U.S. Sales</u>
<u>Alice Cook - General Counsel & Secretary</u>	<u>Stephanie DeFazio - VP, Field Services</u>

Please provide proof of State Certification and/or State Registration by attaching copies of State Certifications. State Registrations shall also be accompanied by proof of St. Lucie County Certificate(s) of Competency by attaching copies of County Certificate(s). Possession of either a State License or Certification must be attained prior to bid submittal.

4. The business is a: Sole Proprietorship Partnership Corporation

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Marsh Risk & Insurance Services, 7901 Von Karman Ave., Suite 1100, Irvine, CA 92614

Kathy R. Malr, (949) 399-6880, kathy.r.malr@marsh.com,

6. What is the last project of this nature that you have completed as the Prime Contractor (not as a sub-contractor)?

Hillsborough County, FL, Traffic Signal ITS Maintenance, 1/2024 – 1/2027, \$2.9M to date

7. Have you ever failed to complete work awarded to you? If so, when, where and why?

No.

8. List the pertinent experience of the key individuals of your organization (continue on Insert sheet, if necessary).

See attached SOQ.

9. State the name and licensing of the individual who will have personal supervision of the WORK.

See attached SOQ and IMSA certificates.

10. Will you sublet any part of this WORK? If so, give details.

No.

11. What equipment do you own that is available for the WORK? (Attach additional sheets as necessary)

See attached SOQ.

12. What equipment will you purchase for the proposed WORK?

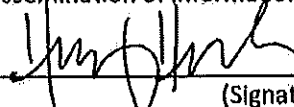
Econolite is fully equipped to meet the needs of this contract.

17. What equipment will you rent for the proposed WORK?

Econolite is fully equipped to meet the needs of this contract.

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by COUNTY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the COUNTY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the COUNTY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the COUNTY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By  Huy Huynh
(Signature)

Date 10/01/2025

CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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



Huy Huynh

Contractor's Signature

(MUST BE SUBMITTED WITH BID FORM)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF St. Lucie

Huy Huynh being first duly sworn, deposes and says that:

1. BIDDER is the Vice President, Finance & Treasurer of Econollte Systems, Inc.
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

BY [Signature]

Sworn to and subscribed before me on this _____ day of _____, 20____
by _____ who is personally known to me or who has presented the following type of
identification: _____.

(see attached)

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and
Commission Number

(MUST BE SUBMITTED WITH BID FORM)

ATTACHMENT A - APPLICABLE FEDERAL TERMS

The County requires that work funded in whole or in part by federal financial assistance be subject to the following terms and conditions. Submitting a bid in response to this ITB constitutes acknowledgement that the below provisions will be incorporated into the resulting Agreement.

MAINTENANCE OF RECORDS

- A. Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of five years from the County's submission of the final expenditure report to the federal awarding agency, whichever is greater.
- B. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement.
- C. If an auditor employed by the COUNTY or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

CHANGE IN SCOPE OF SERVICES/WORK

- A. The COUNTY may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims made by Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the COUNTY's manager and Contractor's representative.
- B. If Contractor believes that any particular work is not within the scope of services of the Agreement, is a material change, or will otherwise require more compensation to Contractor, then Contractor must immediately notify the COUNTY in writing of this belief. If the COUNTY believes that the particular work is within the scope of the Agreement as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated in the original Agreement. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

The COUNTY shall have the power to make changes in the Agreement as the result of changes in law and/or Ordinances of the COUNTY to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time to-time be necessary and desirable for the public welfare. The COUNTY shall give the Contractor notice of any proposed change and an opportunity to be heard concerning these matters. In the

event or any change in federal, state, or local law or ordinance, the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the COUNTY shall be entitled to an adjustment in the rates and charges established in the Agreement commensurate with the change required.

Nothing contained in this agreement shall require any party to perform any act or function contrary to law. The COUNTY and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement which may be required in order to implement changes in the interest of the public welfare or due to changes in law.

NON-DISCRIMINATION

Contractor and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Contractor and COUNTY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 U.S.C. §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Contractor agrees as follows:

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- B. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- C. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- D. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- E. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- H. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- I. Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

All contracts entered into related to this Contract shall contain the following language:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory),

for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

- A. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- B. Contractor shall report all violations to the County, and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- A. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that it, its principals (defined at 2 C.F.R. §

180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are not excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor will execute a Suspension and Debarment Certification that will be incorporated into the Agreement before work commences.

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 federal awarding agency.

Contractor will execute an Anti-Lobbying Certification that will be incorporated into the Agreement before work commences.

PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.323)

- A. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - Meeting Contract performance requirements; or
 - At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

TELECOMMUNICATION COSTS AND VIDEO SURVEILLANCE COSTS (2 C.F.R. § 200.216)

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216 prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, the COUNTY, as well as their contractors and subcontractors, may not obligate or expend any federal award funds to:

- A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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.

Manufactured products mean 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.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

If the Contractor, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. § 200.321, the Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

- 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;
- E. 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.

DISCLAIMER

- A. The United States expressly disclaims any and all responsibility or liability to Recipient and Contractor or third persons for the actions of Recipient, Contractor, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- B. The acceptance of this award by Recipient and Contractor does not in any way establish an agency relationship between the United States and Recipient or Contractor.

PUBLICATIONS

- A. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to St. Lucie County by the U.S. Department of the Treasury."
- B. Any publications produced with funds from this award or pertaining to projects or programs administered with funds from this award must be approved by the COUNTY prior to publication.

PROTECTIONS FOR WHISTLEBLOWERS

- A. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;

- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

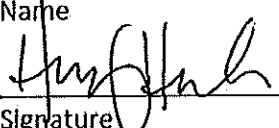
C. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating Contractor-owned, rented, or personally-owned vehicles.

REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

<u>Econolite Systems, Inc.</u>	<u>25-089</u>
Contractor Name	Bid Number
<u>Huy Huynh</u>	<u>Vice President, Finance & Treasurer</u>
Name	Title
	<u>10/01/2025</u>
Signature	Date

(MUST BE SUBMITTED WITH BID FORM)

**ATTACHMENT B – CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER-TIER COVERED TRANSACTIONS**

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction:* A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction:* (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant:* Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal:* An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions:* The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment:* Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension:* Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person:* Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)

- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification


1. By signing and submitting this proposal or agreement, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this proposal or agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this proposal or agreement that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

- 1. The prospective lower-tier participant certifies, by signing or certifying and submitting this proposal or agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Econolite Systems, Inc.	25-089
Contractor Name	Bid Number
Huy Huynh	Vice President, Finance & Treasurer
Name	Title
	10/01/2025
Signature	Date

(MUST BE SUBMITTED WITH BID FORM)

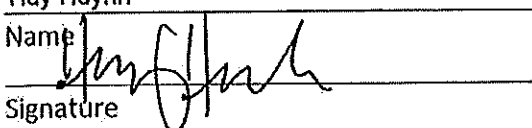
**ATTACHMENT C – CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

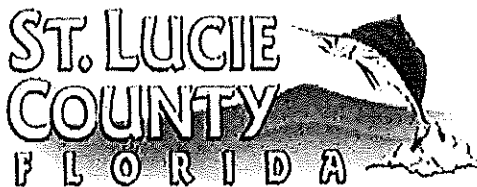
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

<u>Econolite Systems, Inc.</u>	<u>25-089</u>
Contractor Name	Bid Number
<u>Huy Huynh</u>	<u>Vice President, Finance & Treasurer</u>
Name	Title
	<u>10/01/2025</u>
Signature	Date

(MUST BE SUBMITTED WITH BID FORM)

BOARD OF COUNTY
COMMISSIONERS



PURCHASING
DEPARTMENT

ADDENDUM No. 1

Bid No. 25-089

Signal Maintenance and Master Construction Contract

September 26, 2025

To: All Prospective Bidders:

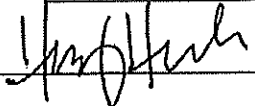
The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an Integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Revised Section 110 – Removing the requirement for electrical contractor license

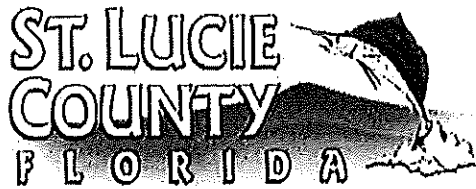
Please sign and include in submittal.

Name of Firm: Econolite Systems, Inc.

Signature:  Huy Huynh

Date: 10/01/2025

BOARD OF COUNTY
COMMISSIONERS



PURCHASING
DEPARTMENT

ADDENDUM No. 2

Bid No. 25-089

Signal Maintenance and Master Construction Contract

September 30, 2025

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Questions/Answers:

Q1: In the Bidders Qualification Statement, Item 3 mentions "St. Lucie County Certificate of Competency." As an FDOT qualified contractor, would the County please consider waiving the requirement for a St. Lucie County Certificate of Competency?

Answer: YES

Q2: We have identified an error on the pricing sheet of the bid forms. Rows 1 through 4 are fine, but rows 5 and 6 are only for after hours. Would the County please change row 5 to "Technician – Daytime Weekdays" and row 6 to "Technician – Overnight Weekdays"?

Answer: Bid Form has been revised to correct errors.

ATTACHMENT:

Revised Bid Form

Please sign and include in submittal.

Name of Firm: Econolite Systems, Inc.

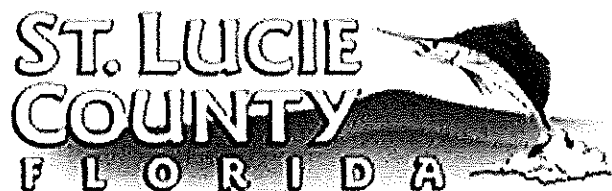
Signature:  Huy Huynh

Date: 09/30/2025

INVITATION TO BID

Bid No.: 25-089
Signal Maintenance and Master Construction Contract

Due Date: Wednesday, October 15, 2025
Due Time: 3:00 P.M.



A VOLUNTARY PRE-BID CONFERENCE will be held at the Road and Bridge Conference Room located 3158 Will Fee Road, Ft. Pierce, Florida, on September 23, 2025, at 9:00 A.M.

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

Purchasing Department
2300 Virginia Avenue
Fort Pierce, FL. 34982-5652
Ph (772) 462-1700
Fax (772) 462-1704

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BID No. 25-089

Signal Maintenance and Master Construction Contract

Section

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ATTACHMENTS:

Attachment A – Applicable Federal Terms

Attachment B - Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion

Attachment C - Certification Regarding Contracts, Grants, Loans & Cooperative Agreements

When completed and executed, these documents, along with the Plans and Specifications, collectively with applicable Security and Certificates of Insurance for the Contractor, form the Contract for this Project.

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

INVITATION TO BID

Sealed bids will be received at the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982, until **3:00 P.M.** local time on **Wednesday, October 15, 2025**, for the following:

**BID No. 25-089
SIGNAL MAINTENANCE AND MASTER CONSTRUCTION CONTRACT**

A **VOLUNTARY PRE-BID CONFERENCE** will be held at the **Road and Bridge Conference Room** located 3158 Will Fee, Ft. Pierce, Florida, on **September 23, 2025, at 9:00 A.M.**

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

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

Bidders shall submit **ONE (1) MARKED ORIGINAL AND TWO (2) PHOTOCOPIES OF THE COMPLETED BID PACKAGE** in a sealed envelope. The Project Name, Bid Number, and time and date of the Bid opening shall be clearly marked on the outside of the sealed envelope. Facsimile responses shall not be accepted.

CAUTION: It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement.

Bidders may not withdraw their Bid for a period of ninety (90) calendar days after the bid opening date.

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

For Bids, RFP's, Bid Results and other Information visit the St. Lucie County Purchasing Web Site at <http://www.stlucleco.gov> St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Publish: Sunday, September 14, 2025

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

INDEX

<u>Article</u>	<u>Paragraph Title</u>
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2.0	Examination of Contract Documents and Site
3.0	Questions
4.0	Additional Terms and Conditions
5.0	Substitutions
6.0	Protest of Specifications or Requirements
7.0	Addenda
8.0	Basis of Bid
9.0	Preparation of Bids
10.0	Bid Security
11.0	Public Construction Bond
12.0	Submittal
13.0	Withdrawal of Bid
14.0	Bidder's Qualification Questionnaire
15.0	Disqualification
16.0	Governing Laws & Regulations
17.0	Safety Provisions
18.0	Patent Fees & Royalties
19.0	Licenses & Permits
20.0	Award
21.0	Opening
22.0	Execution of Contract
23.0	Definitions
24.0	Certification of Competency

INSTRUCTIONS TO BIDDERS

In order to be considered responsive, all Bids must be made in accordance with these Instructions to Bidders.

1.0 Documents.

Bona fide bidders may obtain sets of Drawings and Specifications via download from www.DemandStar.com or by contacting the Office of the Purchasing Division at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700 (non-refundable). No partial sets will be issued.

2.0 Examination of Contract Documents and Site.

It is the responsibility of each Bidder before submitting a Bid, to:

- 2.1 Examine the Contract Documents thoroughly,
- 2.2 Visit the site to become familiar with local conditions that may affect cost, progress, or performance, of the Work,
- 2.3 Consider federal, state and local Laws and Regulations that may affect cost, progress, or performance of the Work,
- 2.4 Study and carefully correlate the Bidder's observations with the Contract Documents, and
- 2.5 Notify the County of all conflicts, errors, or discrepancies in the Contract Documents.

Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the site is based upon information and data furnished to the COUNTY and the Design Consultant by Counties of such Underground Utilities or others, and the County does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.

Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional examination, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

The Contractor shall verify and familiarize himself with the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work and identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained by the County unless otherwise provided in the Contract Documents.

A submission of a Bid shall constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 2, "Examination of Contract Documents and Site", herein, and that without exception the Bid is premised upon performing the Work required by the Contract Documents with such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.0 Questions.

Submit all questions about the Drawings and Specifications to the Purchasing Department in

writing via email. Replies will be issued to all bidders of record as Addenda to the Drawings and Specifications and will become part of the Contract. The County will not be responsible for oral clarification. Questions received ten (10) days prior to the bid opening will not be answered. All questions shall be e-mailed to desiree.cimino@stlucieco.gov to the attention of Desiree Cimino.

4.0 Additional Terms & Conditions:

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

5.0 Substitutions.

To obtain approval to use unspecified products, bidders shall submit written requests at least ten (10) days prior to the bid opening. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, the County will approve it in an Addendum Issued to all prime bidders to whom Drawings and Specifications have been issued.

6.0 Protest of Specifications or Requirements:

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

7.0 Addenda.

Any Addenda prepared and issued by the County prior to opening of bids for the purpose of changing the intent of the plans and specifications or clarifying the meaning of same shall be binding in the same way as if written in the specifications. Any Addenda issued prior to the execution of the Contract, shall be binding upon the Contractor after the execution of the agreement.

8.0 Basis of Bid.

No segregated bids or assignment will be considered. The bid shall be submitted on unit price and/or lump sum basis as indicated on the bid form. Where items of work are to be paid for on a unit price basis, estimated quantities are shown for the purpose of estimating total cost.

9.0 Preparation of Bids.

Bids shall be made on unaltered Bid forms included herewith under Section 00200-Bid Form. Fill in all blank spaces and submit one (1) original and two (2) copies. Bids shall be signed with name and typed signature below. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signatures of the officers authorized to bind the corporation to a Contract. Bids submitted after the time and date specified shall not be considered and shall be returned unopened.

10.0 Bid Security: N/A

11.0 PUBLIC CONSTRUCTION BOND: Bidder must have the ability to obtain bonding for jobs \$100,000.00 or greater. The Surety must be licensed to conduct business in the State of Florida. The Surety shall have an A- or better rating under "Best's Rating Guide".

12.0 Submittal.

Submit your bid in an opaque, sealed envelope. Identify the envelope with: (1) Project Name, (2) Name of Bidder, (3) Bid Number. Submit bid in accordance with the Invitation to Bid. All forms required for responsive bid shall be included, i.e. Bid, Bond, Drug Free Work Place Statement, Questionnaire, Addendums, all required forms, etc.

It is the responsibility of the Bidder to ensure that the Bid is received in proper time.

All Bids shall remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but the COUNTY may, at the sole discretion of the COUNTY, release any Bid and return the Bid Security prior to that date.

13.0 Withdrawal of Bid.

The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its duly authorized representative. Such written request must be delivered to the place stipulated in the Invitation to Bid for receipt of Bids prior to the Scheduled closing time for receipt of Bids.

14.0 Bidder's Qualifications Questionnaire.

All bidders shall fill out the enclosed Bidder's Qualifications Questionnaire and enclose it with the Bid.

15.0 Disqualification.

More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the COUNTY believes that any Bidder is interested in more than one Bid for the work contemplated, all Bids in which such Bidder is interested shall be rejected. If the COUNTY believes that collusion exists among Bidders, all Bids shall be rejected.

16.0 Governing Laws and Regulations.

The Bidder shall be familiar with all Federal, State, and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility from compliance with such laws and regulations.

17.0 Safety Provisions.

The Contractor shall comply with the provisions of Chapter 90-96 of Laws of Florida (Trench Safety Act) and execute the included Trench Safety Act Compliance Statement.

18.0 Patent Fees and Royalties.

If the Contractor requires or desires to use any design, trademark, device, material or process covered by letter of patent or copyright, the Contractor and his surety shall indemnify and save harmless the County from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed under the contract and shall indemnify the County from any cost, expense, or damage which he may be obligated to pay reason of any infringement at any time during the prosecution of or after completion of the work.

19.0 Licenses and Permits.

The Contractor shall secure and pay for all construction related licenses, permits, and inspection fees required to perform the work. Dump fees will not be waived for County projects. These costs are to be included in the unit prices for other pay items listed.

20.0 Award.

The award of the Contract, if it is awarded, shall be to the overall lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the County and whose bid complies with all prescribed requirements. The Contract shall not be

awarded until the County has concluded such investigations as it deems

Necessary to establish the responsibility, qualifications, and financial ability of the Bidder to do the work in accordance with the Contract Documents to the satisfaction of the County within the time prescribed. The County reserves the right to reject the Bid of any Bidder who does not pass such investigation to the County's satisfaction. If the Contract is awarded, the County will give the accepted Bidder a Notice of Anticipated Award within the time Bids are to be held open as stated in the Bid form.

21.0 Opening.

Bids will be opened as announced in the Invitation to Bid.

22.0 Execution of Contract.

The Contract between Contractor and County shall utilize the form furnished herewith. No changes will be made to the terms and conditions of the form contract after award. Any exceptions that the bidder has to the terms and conditions of the form contract shall submit the exceptions in writing to the Purchasing Division ten (10) days prior to the bid opening. These exceptions shall be either approved or disapproved in the form of an addendum and will be made available to all bidders prior to the bid opening.

The accepted Bidder shall assist and cooperate with the County in preparing the Contract, and within 14 calendar days following the notice of bid award shall execute same and return it to the County along with the Public Construction Bond, Insurance Certificates and any other documentation that may be required by the Contract Documents to be submitted at that time.

23.0 Definitions.

Whenever in these Specifications, the terms defined in Article I of the General Conditions are used (or pronouns used in place of them), their intent and meaning shall be interpreted as indicated in the General Conditions.

24.0 Certification of Competency.

All Bidders shall provide proof that they are State Certified or State Registered, and a State Registered License shall be based on the possession of a St. Lucie County Certificate of Competency. Specialty contractors shall be required to provide proof of having obtained a St. Lucie County Certificate of Competency. **Possession of either a State Certification or County Competency card must be attained prior to bid submittal.** It is the responsibility of the bidder to confirm that they have all the proper licenses to perform the work. If the bidder has any uncertainty, they should submit the license to the Contractor Licensing Division of St. Lucie County, telephone 772-462-1672. Failure to comply with this condition shall result in rejection of the Bid.

25.0 Insurance.

- A. Yes **Worker's Compensation**
 \$500,000 by accident - each accident
 \$500,000 by disease - each employee
 \$500,000 by disease - policy limit

- B. Yes **Commercial General Liability**
 \$1,000,000 per occurrence
 \$2,000,000 per job aggregate

- C. Yes **Commercial Auto Liability**
 Combined Single Limit, Bodily Injury/Property Damage
 \$1,000,000

SECTION 00110

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

BIDDER'S CHECK LIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

BIDS SHALL BE REJECTED AS NON-RESPONSIVE if the following documents and/or attachments are not completely filled out and submitted with your bid. Before sending in your bid, please make sure you have completed and included with bid submittal all of the following:

- **Bid Form and Bidder's Qualification Questionnaire**
- Two (2) copies of either a State License/Certification or County Competency Card (See Section 00100, Article 24.0)
- Please complete in their entirety: Sections; 00110 (Bidder's Checklist); 00300 (Bid Form and Bidder's Qualification Questionnaire), 00455 (Non-Collusion Affidavit) and Confirmation of Drug Free Workplace, Attachment A - Applicable Federal Terms, Attachment B - Certification regarding Debarment, Attachment C - Certification Regarding Contracts, Grants, Loans & Cooperative Agreements.
- Include proof of proper licensing as stated in bid documents:
 - a) Due to the nature of this contract CONTRACTOR must have a current Certificate of Qualification from the Florida Department of Transportation. A copy of the current Certificate of Qualification must be attached to the Bid documents for this Bid to be valid.
 - b) CONTRACTOR must have a current St. Lucie County Electrical Contractors license, and a copy must be attached to the Bid documents, or this Bid will be invalid.
 - c) The CONTRACTOR shall submit with the BID, an IMSA Certified Level II/III Traffic Signal Field Technician and Area Superintendent.
- Bid Form (Section 200) must be complete and have an original signature (preferably signed in blue ink).
- Every page that has anything handwritten on it must be imprinted with the company's name on the top right-hand corner of the page.
- Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.
- Erasures, as well as descriptive literature, brochures and/or data must be initialed by the person signing the bid.
- Enclose **One (Original) Bid Package**, and **Two (2) copies** of the bid package, as well as two (2) sets of any descriptive literature, brochures and/or supporting data. Bidders are advised to make and retain a separate copy of this bid package for your files.
- Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If using Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.
- If you desire a copy of the bid tabulation, include a **self-addressed, stamped envelope** for bid tabulation to be mailed back to you

____ PLEASE INITIAL AND RETURN WITH BID FORM

SECTION 00300
BID FORM

BID No. 25-089
Signal Maintenance and Master Construction Contract

Board of County Commissioners
St. Lucie County, Florida
2300 Virginia Avenue
Fort Pierce, FL 34982

(BIDDER'S COMPANY NAME)

I, _____ Representing _____ Company and/or Corporation, agree to perform, the **Signal Maintenance & Master Construction Contract** as specified and described herein:

I have received the documents titled "SIGNAL MAINTENANCE & MASTER CONSTRUCTION CONTRACT." I have also received addenda numbers _____ thru _____ and have included their provisions in my Bid. I have examined both the Bid documents and the construction site(s) and submit the following Bid in which I agree:

1. To hold my Bid open until an agreement has been executed between the Owner and accepted Bidder or until ninety (90) days after Bids are opened, whichever is longer.
2. To enter into and execute a Contract on the basis of this Bid and, if necessary, to furnish a one hundred percent (100%) Public Construction Bond in accordance with the Instructions to Bidders to guarantee my workmanship and materials to be free from construction defects for a period of not less than one (1) year, if this Bid is accepted.
4. To accomplish the work included in and in accordance with the Contract Documents, if this Bid is accepted.
5. This contract will be for a period of three (3) years with an option of two (2) one (1) year renewals.
6. Regarding Compensation for proposed work. If this Bid is accepted, I will PERFORM THE WORK REQUIRED for this bid on a unit price basis as reflected in the Bid Unit Price Schedule on pages through ____ of this Bid.
7. Regarding the Award of the Contract. If I am awarded a contract for this project, I understand that the award will be for all of the items listed under the Bid Unit Price Schedule.
8. Maintenance work performed on this contract shall be in accordance with Option A as determined by the COUNTY for the period of the contract.

**BID NO. 25-089
Signal Maintenance & Master Construction Contract**

I, _____ REPRESENTING _____ Company and/or Corporation, agree to provide **Signal Maintenance & Master Construction Contract**, as specified and described herein for the unit prices submitted on the Bid Form.

HOURLY RATES		
Traffic Signal Tech, IMSA III - Daytime Weekdays (8am – 5pm)	Hourly	\$
Traffic Signal Tech, IMSA III - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Traffic Signal Tech, IMSA II - Daytime Weekdays (8am – 5pm)	Hourly	\$
Traffic Signal Tech, IMSA II - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Technician - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Master Electrician - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Project Manager / Supervisor	Hourly	\$
Bucket Truck	Hourly	\$
Pickup Truck	Hourly	\$
	Total	\$

Actual Cost (including shipping and tax) Plus	%
---	---

Company Name _____

Contact Person _____

City, State, Zip Code _____

Business Phone Number _____

E-Mail Address _____

Fax Number _____

Cell Phone Number _____

(MUST BE SUBMITTED WITH BID FORM)

SCOPE OF WORK

- i) The CONTRACTOR shall provide a Level II or Level III Signal Technician with the ability to answer after-hours calls if necessary

- ii) Emergency work:
 - (1) The CONTRACTOR shall be paid two hours token pay per 24-hour period and three-hour token pay for County holidays. This is paid whether the CONTRACTOR is or is not called out. This token pay will be based upon the Signal Technician assigned being a level II or level III regular hourly rate of pay. Except as provided below if the CONTRACTOR is called out, they will be paid a minimum of 2 hours per 24-hour period provided the time worked. This 2-hour minimum payment will apply only to the first call-out, and the actual time worked will be paid for subsequent call outs in the same 24-hour period.
 - (2) The Contractor is authorized to perform up to \$1500.00 or as amended by the Project Manager in writing of work without prior authorization by a Work Document.

- iii) Non Emergency Work
 - (1) Contractor shall perform non-emergency calls within 1 business day or according to the agreed Work Document.

- iv) Emergency standby
From time to time the COUNTY will require the CONTRACTOR to have a higher state of readiness. Typically, this will be both preparation and afterwards for a hurricane but could be any other type of disaster. The County shall pay the CONTRACTOR to have staff on Emergency Standby. The personnel and equipment shall be documented in a Work Document prior to the event.

Personnel placed on Emergency standby with a Work Document shall be compensated at 2 hours token pay per 24-hour period until stood down or activated.

Work & Payments

- 1. Work Document
 - a. All work shall be defined/negotiated by a **Work Document** (see Appendix A). A fully executed Work Document shall serve as your notice to proceed. The work documents with a mutually agreed start date and duration shall control all work. Contract work that exceeds \$100,000 shall have a performance bond. The COUNTY Shall pay the actual cost for the surety bond with no markup or personnel time. Failure to complete the PROJECT on time shall result in liquidated damages in accordance with the current FDOT Standards.

- b. The CONTRACTOR shall make every effort to stay on schedule. A rain day, upon request, shall be granted for each day rain exceeds 1" and an additional day for each additional 1" of rain. Rainfall will be determined by the nearest South Florida Water Management District gauges at www.sfwmd.gov/weather-radar/rainfall-historical/daily. Time extensions may be granted for extenuating circumstances, at the sole discretion of the County.
 - c. The quantities in this contract may be increased or decreased at the sole discretion of the COUNTY; there is no minimum quantity.
2. Invoice
- a. CONTRACTOR shall Invoice COUNTY monthly for services performed. Services performed shall be designated as either "Routine" or "Accident" and shall be invoiced accordingly.
 - i. Routine (Break/Fix), emergency and non-emergency services will be invoiced monthly. All Routine service will be invoiced together.
 - ii. Accidents, emergency and non-emergency services will be invoiced separately for each accident upon completion of the work.
 - b. All materials that are not supplied by the COUNTY, used in the Execution of CONTRACTOR'S rendering of services will be invoiced to the COUNTY at CONTRACTOR'S full cost-plus Markup/Discount. Sufficient documentation of materials used will accompany CONTRACTOR'S invoice each month.
 - c. Provisions
 - i. No TRAVEL Time will be paid except for transit between County Traffic Control Devices.
 - ii. All subcontracted work shall be paid at cost with no markup. The PROJECT MANAGER shall approve/disapprove, at his/her sole discretion and for any reason, all SUBCONTRACTORS and their scopes of work.
 - iii. Equipment will be billed hourly with a four (4) hour minimum with the exception of a Pickup/Van/Service Truck which will be paid hourly with no minimum.
 - iv. Technical support provided to the CONTRACTOR by the COUNTY shall be reduced from the monthly invoice at the rate of \$45.00 per hour and will be reduced from the next monthly invoice.
3. The term of this agreement will be three (3) years with an option for two (2) one (1) year renewals, the agreement may be extended upon agreement by both parties. Contract Unit Prices shall remain in effect for three (3) years.

SPECIAL PROVISIONS

- 1) Contract shall allow for providing all equipment and services necessary to provide County-wide signalization services including emergency on-call response, new construction, rehabilitations, selected maintenance of traffic signals, school flashers, flashing signs, traffic monitoring sites and streetlight facilities on all County-wide roads.
- 2) When necessary, the CONTRACTOR shall acquire the service of appropriate professionals when needed for implementation, design, and/or construction of assigned work. Should the services of, for example, an engineer or surveyor be needed, the COUNTY and the CONTRACTOR shall jointly determine the appropriate services and then reimburse the contractor with a 10% markup for the time associated with managing the work.
- 3) The Contractor shall permit COUNTY staff to ride-in or utilize aerial bucket trucks for matters related to this contract.
- 4) It shall be the responsibility of CONTRACTOR to call to the attention of the COUNTY those instances where extensive repairs are necessary and where it is economically advantageous to the COUNTY to replace equipment rather than repair it.
- 5) When necessary the contractor shall assist the county with speed Que, school flashers, pedestrian crossings and flasher repairs with use of a bucket truck.
- 6) The contractor shall perform the camera lens cleaning duties once per quarter, all intersections
- 7) Contractor shall be responsible to manage locates when needed
- 8) Contractor shall perform full inspections (both ground & aerial) on completed projects
- 9) Qualifications:
 - a) Due to the nature of this contract CONTRACTOR must have a current Certificate of Qualification from the Florida Department of Transportation. A copy of the current Certificate of Qualification must be attached to the Bid documents for this Bid to be valid.
 - b) The CONTRACTOR shall submit with the BID, an IMSA Certified Level II/III Traffic Signal Field Technician and Area Superintendent.
 - c) CONTRACTOR is to provide 1 IMSA Level II/III technicians. The technician shall have 1 years of documented experience of an installed and operated Econolite Controller system. The Area Superintendent (Project Manager) shall supervisor the technicians at any given time.
 - d) CONTRACTOR shall provide a compatible computer/tablet w/cellular connectivity to their Technician(s) capable of running County specific signal/traffic/other software necessary to fulfill this contract.
- 6) The County reserves the right to provide any and all material required for the maintenance of traffic system.

- 7) The COUNTY requires in-kind replacement/upgrade to current standards, unless approved in writing.
- 8) All work shall conform to current edition of FDOT standard Specifications for Road and Bridge Construction, FDOT Design Standards and St. Lucie County Road & Bridge Traffic Standards. County standards shall override FDOT standards. .
- 9) A record system is essential to this contract and CONTRACTOR will be required to maintain records for the COUNTY as a part of his duties. Records will include trip reports, work orders, parts replaced, inventory, and timing changes as directed by the PROJECT MANAGER. The CONTRACTOR shall log in the Cabinet Logbook any work performed. Copies of all records shall remain the property of the COUNTY and shall be available for public inspection during regular business hours, and one copy for the COUNTY use shall be furnished to the TRAFFIC OPERATIONS SUPERVISOR.
- 10) CONTRACTOR shall establish and maintain effective and rapid lines of supply for required items. Upon the COUNTY'S notice of need, all parts orders shall be placed by CONTRACTOR, at CONTRACTOR'S expense. CONTRACTOR shall maintain drawings and catalogs of various items serviced to expedite parts supply requirement. All work, materials, methods, etc., shall correspond to requirements of FDOT, ITE, IMSA, and the MUTCD as applicable.
- 11) A "NOTIFICATION OF FAILURE" system is essential to the operation of the contract. COUNTY and CONTRACTOR shall devise a basic system of communications so that the COUNTY'S employees shall have the responsibility of notification to CONTRACTOR whenever emergency or routine service is needed. CONTRACTOR'S responses under this contract shall be predicated on receiving appropriate notice as to the exact location the nature of the malfunction and required service. "EMERGENCIES" are to be determined by the reporting agency; 911, COUNTY, all law enforcement agencies and the fire district.
- 12) CONTRACTOR shall notify the COUNTY of recording devices; phone numbers and locations of individuals assigned to maintenance of this contract and shall assure their availability within its terms. Cellphone with camera/video conference and email capabilities shall be used by the maintenance technicians receiving messages in the field.
- 13) It is the responsibility of the CONTRACTOR to notify the County upon arrival at the call out. Response time of the CONTRACTOR shall be determined from the time of notification by the method of notification either phone, text or email until the signal cabinet is opened or a photo with date and time is taken of the response location and emailed to the COUNTY Project Manager. Failure of the CONTRACTOR to provide response notification shall be grounds for termination.
- 14) An inventory is essential to insure a "Constant State of Readiness" and for emergency signal repair the COUNTY shall provide the CONTRACTOR an inventory storage area at 3158 Will Fee Road in the traffic building a 24hr/7day area for necessary parts; this area is under surveillance. The CONTRACTOR is responsible for picking up any necessary parts and delivering any replacement parts to that location. The CONTRACTOR shall assume there will only be a pallet jack available for loading. The CONTRACTOR shall carry inventory on the on-call vehicle (see Appendix B) or at the sole discretion of the PROJECT MANAGER. The CONTRACTOR may not be compensated for the time/equipment associated with acquiring parts required to be carried in the on call vehicle, at the sole discretion of the COUNTY.

SCHEDULE "A"



ST. LUCIE COUNTY ROAD & BRIDGE DIVISION

WORK DOCUMENT

Date:	Contract Name & Number	Contractor
6/7/24	Guardrail Maintenance & Installation	South East
Work Order #	Location	Purchase Order #
86217	Johnston rd (canal bridge)	P2400637

Contractor to Provide:

Estimate Yes No Schedule Yes No

SCOPE

Work to perform at Johnston Rd approx. (canal bridge):

1. Replace approx. 3 posts
2. Replace approx. 50 foot of W-Beam rail

Items and Material:

Item #	Description	Qty	Unit	Extended
101- 1A	SE-MOBILIZATION - WORK ORDER TOTAL \$ 0.00 - \$ 50,000	1	LS	\$0.01
102- 1A	STANDARD FDOT 600 SERIES MOT FOR LANE CLOSURE	1	DA	\$300.00
536-1-001	GUARDRAILASSEMBLY, W-BEAM, GENERAL, TL-3 (NEW)	25	LF	\$875.00
536- 12 - 605	GUARDRAIL REPAIRS(REPLACE) (STEEL POST IN ASPH.)	3	EA	\$240.00
Total of this work document:				\$1,415.01

EXAMPLE

Project Specific Notes:

1. Contractor shall provide an estimate of all items required for the complete removal of the damaged guardrail and installation of new guardrail in accordance with the most current edition of the FDOT Standard Specifications for Road & Bridge Construction.
2. Before and after photos, identifying the time, date and location (road name) must be submitted with invoice.
3. Replace approx. 8 blocks / spacers

Start Date:

General Notes:

1. This document will serve as notice to proceed when signed by SLC Project Manager.
2. Work hours are 7:00 AM to 5:00 PM, Monday through Friday. No work is to be done after hours, on weekends, or County observed holidays without written approval of SLC Project Manager. In weeks containing County observed holidays, the work hours revert to 7:00 AM to 3:30 PM.
3. It is the Contractors responsibility to verify scope of work and/or provide a revised cost estimate prior to acceptance.
4. All field changes must be approved by a SLC Project Manager. Failure to obtain approval will result in nonpayment of any additional charges or changes in scope.
5. Contractor shall provide an estimate of all items required for the complete removal of the damaged guardrail and installation of new guardrail in accordance with the most current edition of the FDOT Standard Specifications for Road & Bridge Construction.
6. Appropriate MOT is required for all County projects, is subject to inspection and is paid in accordance with the County contract.
7. A SLC Road & Bridge Project Manager must be notified before work commences. A detailed schedule must be included with the signed work document.
8. Before and after photos of MOT and work performed, identifying the time, date and location (road name) must be submitted with invoice.

CONTRACTOR'S PROJECT MANAGER SIGNATURE:	DATE:

SLC PROJECT MANAGER'S SIGNATURE:	DATE:

Schedule "B"

INVENTORY / SPARE PARTS LIST TO BE CARRIED

QUANTITY	DESCRIPTION
1	SPAN WIRE CLAMPS
1	ADJUSTABLE HANGERS
1	EXTENSION PIECES FOR ADJUSTABLE HANGERS 18
1	CIRCUIT DISCONNECT HANGER
1	TRI-STUD FLANGE HANGERS FOR DISCONNECTS
2	1 WAY 1 SECTION PEDESTRIAN SIGNALS LED COUNTDOWN NEMA
5	LOAD SWITCHES
2	MMU'S 16 CHANNEL
4	FLASH TRANSFER RELAYS FLASHERS
2	RED LED
2	YELLOW LED
2	GREEN LED
2	RED ARROW LED
2	YELLOW ARROW LED
2	GREEN ARROW LED
2	PHOTOCELLS FOR ILLUMINATED SIGNS
2	ECONOLITE CONTROLLERS/COLBALT HONDA
1	EU3000IE GENERATOR
50'	20 CONDUCTOR CABLE
50'	7 CONDUCTOR CABLE

SCHEDULE "C"

ST LUCIE COUNTY TRAFFIC SIGNAL STANDARDS

1. Controller Assembly
 - a. Econolite V-TS2-T1 "Plug-n-Go" Traffic Cabinet Assembly, Size 7 Cabinet (72"Hx44"Wx24"D) with (3) three Shelves 16 phase (4 ped and 4 O/L)
 - b. Integrated Drawer/Computer Shelf
 - c. Econolite Cobalt TS-2, Type 2 (With ABC Connectors) Controller and Data key
 - d. SDLC Communication Panel
 - e. Malfunction Management Unit_ Econolite (or) EDI MMU2-16LEIP
 - f. Configuration #4, 16 Load Bay main panel (SOP10) (Phase 1-8, overlaps A, B,C,D and Ped 2,4,6,8)
 - g. Configuration #2, 16 Detector Rack
 - h. Temple Glance TSP/EVP 500-086 Cabinet Equipment APL Number 663-001-011g TIMM 50 Preemption/Priority FMU2 4G Video with 4 port switch Conn/Svc/Supp Plan CAT 4 Video
 - i. Vision Comm Manager, ACP Primary Model AVCM A/Scope Vision Package to include the following items: 4 Vision Cameras, 4 Short Mast+Arm Brackets and 1000ft continuous video cable, no splices k All Relays in cabinet shall be socket mounted
 - j. Generator Transfer Switch built into cabinet
 - k. ZX Super Capacitor, Graphene-based battery backup system (BBS)
2. Pan, Tilt & Zoom (PTZ) Camera:
 - a. Econolite WTI-Viper H.264 HD30L - required at intersections
 - b. Power Supply with serger
 - c. Programed/Fully Operational
3. Vehicle Detection System:
 - a. Econolite Autoscope Vision
4. Generator:
 - a. Shall provide Honda EU30001S Generator
5. School Zone Flashers / Speed Ques:
 - a. TCS Signal cabinets w/ cellular connectivity
 - b. Speed queues are equipped with solar panels and battery's
 - c. PED crossings are equipped with solar panels and battery's
6. Mast Arms
 - a. All Mast Arms shall be Galvanized. The cost of all subsurface analysis and structural engineering to ensure the proper design and sizing of the mast arms and mast arm foundation shall be the responsibility of the CONTRACTOR and shall be included in the unit price for each mast arm assembly. All certified reports and design criteria shall be submitted for the Owner's records.

- b. The CONTRACTOR will be issued a purchase order for mast arms prior to the beginning of a project due to the excessive lead-time associated with this product. The CONTRACTOR will not be reimbursed for the storage of these mast arms prior to their installation. The costs for storage will be included in the bid items for mast arms.
- c. The CONTRACTOR is required to order mast arms within ten (10) days of receipt of purchase order unless otherwise directed by the COUNTY.

BIDDER'S QUALIFICATIONS STATEMENT

BID No. 25-089
SIGNAL MAINTENANCE AND MASTER CONSTRUCTION CONTRACT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION:

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. Bidder's Name, Principal Address, Phone and Fax Number:

2. Number of years as a Contractor in this type of work: _____

3. Names and titles of all officers, partners or individuals doing business under trade name:

Please provide proof of State Certification and/or State Registration by attaching copies of State Certifications. State Registrations shall also be accompanied by proof of St. Lucie County Certificate(s) of Competency by attaching copies of County Certificate(s) **Possession of either a State License or Certification must be attained prior to bid submittal.**

4. The business is a: Sole Proprietorship Partnership Corporation

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

6. What is the last project of this nature that you have completed as the **Prime Contractor** (not as a sub-contractor)?

7. Have you ever failed to complete work awarded to you? If so, when, where and why?

8. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

9. State the name and licensing of the individual who will have personal supervision of the WORK.

10. Will you sublet any part of this WORK? If so, give details.

11. What equipment do you own that is available for the WORK? (Attach additional sheets as necessary)

12. What equipment will you purchase for the proposed WORK?

17. What equipment will you rent for the proposed WORK?

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by COUNTY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the COUNTY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the COUNTY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the COUNTY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date _____

SECTION 454

CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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

Contractor's Signature

(MUST BE SUBMITTED WITH BID FORM)

SECTION 455

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

1. BIDDER is the _____
(Owner, Partner, Officer, Representative or Agent)
2. BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against THE COUNTY, or any person interested in the proposed Contract;
5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest.

By _____

Sworn to and subscribed before me on this ____ day of _____, 20____
by _____ who is personally known to me or who has presented the following type of
identification: _____.

Signature of Notary Public, State of Florida

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

(MUST BE SUBMITTED WITH BID FORM)

SECTION 00700 – GENERAL CONDITIONS

<u>Article</u>	<u>Title</u>
1.0	Definitions
2.0	Preliminary Matters
3.0	Correlation, Interpretation, and Intent of Contract Documents
4.0	Availability of Lands: Subsurface Conditions; Reference Points
5.0	Public Records
6.0	Bonds and Insurance
7.0	Contractor Responsibility
8.0	Subcontractors
9.0	County’s Responsibilities
10.0	Consultant’s Status During Construction
11.0	Changes in the Work
12.0	Change of Contract Price
13.0	Delays and Extensions of Time
14.0	Guarantee; Tests and Inspections
15.0	Payments and Completions
16.0	Suspension of Work and Termination
17.0	Miscellaneous
18.0	Public Entity Crimes
19.0	Punchlist Procedures
20.0	Audit
21.0	Indemnity
22.0	Indemnity of Florida East Coast Railroad Company and Insurance Requirements- If Applicable
23.0	Inspection
24.0	Public Construction Bond
25.0	Insurance
26.0	Non-Discrimination
27.0	E-Verity / Verification of Employment Status
28.0	Products or Materials with Recycled Content
29.0	Florida Produced Lumber
30.0	Asbestos-Free Materials
31.0	Dispute Resolution
32.0	Mediation
33.0	Antitrust Assignment

GENERAL CONDITIONS

1 Definitions.

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 **Acceptance:** By the COUNTY'S PROJECT MANAGER of the Work as being fully complete in accordance with the Contract Documents.
- 1.2 **Contract:** The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed; the Contract Documents are attached to and made a part of the Contract. Also designated as the Agreement.
- 1.3 **Addenda:** Written or graphic instruments issued prior to the opening of bids, which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.4 **Application for Payment:** The form furnished by the COUNTY or the form accepted by the Consultant which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the COUNTY on account of the Work have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.
- 1.5 **Approval:** Accept as satisfactory.
- 1.6 **Bid:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.7 **Bid Documents -** Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.8 **Bidder:** Any person, firm or corporation submitting a Bid for the Work directly to the County.
- 1.9 **Bonds:** Bid, performance and payment bonds and other Instruments of security, furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project and approved by the County Attorney.
- 1.10 **Change Order:** A written order to the CONTRACTOR executed on behalf of the COUNTY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.
- 1.11 **County:** St. Lucie County, its Board of County Commissioners, or Owner".
- 1.12 **County's Representative:** The person or persons designated by the COUNTY'S PROJECT MANAGER. The COUNTY'S PROJECT MANAGER. This may include the CONSULTANT.
- 1.13 **Consultant:** The person, firm or corporation named as such in the Contract Documents that acts as the County's authorized agent within the scope of work entrusted to them by the County.
- 1.14 **Consultant's Representative:** An authorized representative of the Consultant assigned to observe the work performed and materials furnished by the CONTRACTOR.
- 1.15 **Contract:** The written agreement between the COUNTY and the CONTRACTOR covering the Work to be performed; the Contract Documents are attached to and made a part of the Contract. Also designated as the Agreement.

- 1.16 **Contract Documents:** The Contract, Addenda, Instructions to Bidders, CONTRACTOR'S Bid, the Bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, Special Conditions, the Specifications, Drawings, Modifications, and the Notice to Proceed.
- 1.17 **Contract Price:** The total moneys payable to the CONTRACTOR under the Contract Documents.
- 1.18 **Contract Time:** The number of calendar days stated in the Contract for the completion of the Work.
- 1.19 **Contractor:** The Individual, partnership, corporation, joint-venture, or other legal entity with whom the COUNTY has entered into the Contract.
- 1.20 **Day:** A calendar day of twenty-four hours measured from midnight to the next midnight.
- 1.21 **Defective Work:** Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the CONSULTANT'S recommendation of final payment.
- 1.22 **Drawings:** The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the CONSULTANT and are referred to in the Contract Documents. Shop Drawing are not Drawings as so defined.
- 1.23 **Effective Date of the Contract:** The date indicated in the Contract, but if no such date is indicated it means the date on which the Contract is signed by the last of the two parties to sign the Contract.
- 1.24 **Field Order:** A written order issued by the COUNTY'S PROJECT MANAGER or by the CONSULTANT which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.
- 1.25 **Laws and Regulations:** Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.
- 1.26 **Modification:** (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by the CONSULTANT in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the COUNTY'S PROJECT MANAGER or by the CONSULTANT pursuant to paragraph 10.2. A Modification may only be issued after execution of the Contract.
- 1.27 **Notice of Award:** The written notice by COUNTY to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, COUNTY will execute and deliver the Contract to him.
- 1.28 **Notice to Proceed:** A written notice given by the COUNTY'S PROJECT MANAGER to the CONTRACTOR (with a copy to CONSULTANT) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.
- 1.29 **Partial Utilization:** Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the WORK.
- 1.30 **Project:** The entire construction to be performed as provided in the Contract Documents.
- 1.31 **Project Manager:** The individual who is authorized to act on behalf of the COUNTY or CONTRACTOR.

- 1.32 **Project Representative:** (also Construction Observer, Resident Inspector, or Construction Inspector) One or more authorized representatives of the COUNTY assigned to observe the Work performed and materials furnished by the CONTRACTOR, or such other persons as may from time to time be appointed by the COUNTY'S PROJECT MANAGER as his representative(s). Nothing contained in these General Conditions shall be construed to grant to the Project Representatives the right or authority to modify, alter, revoke, enlarge, or relax the provisions of the Contract Documents in any manner, nor to approve or accept any portion of the completed work, or issue instructions contrary to the Plans and Specifications or the requirements of regulatory agencies having jurisdiction.
- 1.33 **Samples:** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 1.34 **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents. Shop Drawings are not part of the Contract Documents and failure of the CONSULTANT or the COUNTY or any of his representatives to take exception to any product, material, system or installation depicted on Shop Drawings that are not in conformance with the requirements of the Contract Documents shall not constitute a Field Order or Change Order or any other Modification of the Contract Documents, and shall not relieve the CONTRACTOR from complying with any portion of the Contract Documents.
- 1.35 **Special Conditions:** When Included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract. Special Conditions take precedent over the General Conditions.
- 1.36 **Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.
- 1.37 **Sub-Bidder:** One who submits a Bid to a BIDDER.
- 1.38 **Subcontractor:** An individual, firm or corporation having a direct contract with CONTRACTOR or with any other subcontractor for the performance of a part of the Work at the site.
- 1.39 **Substantial Completion:** For purposes of this Contract, and for compliance of those procedures, duties and obligations as set forth in Florida Statutes §218.70 and §218.735, the term Substantial Completion shall be as follows, in lieu of any other definition:
- 1.40 "Substantial Completion" is defined as that point where St. Lucie County is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that St. Lucie County is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Technical Specifications.
- 1.41 **Successful Bidder:** The lowest, qualified, responsible and responsive BIDDER to whom COUNTY (on basis of COUNTY'S evaluation as hereinafter provided) makes an award.
- 1.42 **Supplier:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

- 1.43 **Supplementary General Conditions:** The part of the Contract Documents which amends or supplements these General Conditions
 - 1.44 **Surety:** The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.
 - 1.45 **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
 - 1.46 **Unit Price Work:** Work to be paid for on the basis of unit prices.
 - 1.47 **Utilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above ground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.
 - 1.48 **Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnished thereof.
 - 1.49 **Work Change Directive:** A written directive to CONTRACTOR, issued on or after the Effective Date of the Contract and signed by the COUNTY and recommended by the CONSULTANT, ordering an addition, deletion or revision in the WORK, or which references an emergency or unforeseen physical conditions under which the WORK is to be performed. A Work Change Directive may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.
 - 1.50 **Written Amendment:** A written amendment of the Contract Documents, signed by the COUNTY and CONTRACTOR on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly work-related aspects of the Contract Documents.
 - 1.51 **Written Notice:** The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements.
- 2 Preliminary Matters.**
- 2.1 **Award:** The award of the Contract, if it is awarded, will be to the lowest qualified, responsible Bidder. No Notice of Award will be given until the COUNTY'S PROJECT MANAGER has concluded such investigations as he deems necessary to establish the responsibility, qualification and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the COUNTY'S PROJECT MANAGER within the time prescribed. The COUNTY reserves the right to reject the Bid of any Bidder who does not pass such investigation to the COUNTY'S satisfaction. In analyzing Bids, the COUNTY'S PROJECT MANAGER may take into consideration alternates and unit prices, if requested by the Bid forms.

- 2.2 Execution of Contract: At least three counterparts of the Contract and such other Contract Documents, including bonds, will be executed and delivered by CONTRACTOR to the Purchasing Department within 30 calendar days of receipt.
- 2.3 Forfeiture of Bid Security: Failure of the successful Bidder to execute and deliver the Contract and deliver the required Bonds and Insurance Certificates or other documentation as stipulated in paragraph 2.2 or in the Instructions to Bidders – Section 00100, shall be just cause for the COUNTY to annul the Notice of Award and declare the Bid and any security therefore forfeited.
- 2.4 Contractor's Pre-Start Representation: CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.
- 2.5 Commencement of Contract Time: The Contract Time will commence to run on the date identified in the written notification by the COUNTY'S PROJECT MANAGER in the form of the Notice to Proceed.
- 2.6 Starting the Project: CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the COUNTY'S PROJECT MANAGER.
- 2.7 Before Starting Construction: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to the CONSULTANT any conflict, error or discrepancy which he may discover; however, he shall not be liable to the COUNTY or the CONSULTANT for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications, unless Contractor had actual knowledge thereof or should reasonably have known thereof. Work which is considered to be normal to the construction industry and should have been anticipated by the CONTRACTOR will not be eligible for reimbursement by change order.
- 2.8 Schedule of Completion: CONTRACTOR shall submit to the COUNTY'S PROJECT MANAGER, together with the executed Contract and other required documents, an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing Submissions. No payments shall be made by COUNTY to CONTRACTOR until the estimated progress schedule has been reviewed and approved by the COUNTY'S PROJECT MANAGER. See paragraphs 6.27 through 6.32. The CONSULTANT shall review and return this schedule or require revisions thereto within 14 days of its submittal. Said progress schedule shall be updated by CONTRACTOR on a monthly basis.
- 2.9 2.9 Pre-Construction Conference: A pre-construction conference will be held, prior to any work being performed and prior to the commencement of the Contract Time, to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the COUNTY'S PROJECT MANAGER or his representative, CONSULTANT, Resident Project Representatives,

CONTRACTOR and his Superintendent, and appropriate parties such as private utilities as deemed necessary.

- 2.10 2.10 Qualification of Subcontractors, Materialmen and Suppliers: Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the COUNTY'S PROJECT MANAGER and the CONSULTANT for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty working days after receiving the list, the CONSULTANT will notify the CONTRACTOR in writing if either the COUNTY'S PROJECT MANAGER or the CONSULTANT, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the COUNTY'S PROJECT MANAGER or the CONSULTANT to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the COUNTY'S PROJECT MANAGER or the CONSULTANT to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

3 Correlation, Interpretation, and Intent of Contract Documents.

- 3.1 Contract Documents Modifications: It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Contract between the COUNTY and the CONTRACTOR. They may be altered only by a Modification.
- 3.2 Conflicts, Errors or Discrepancies: The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the CONSULTANT'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to the COUNTY or CONSULTANT for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.
- 3.3 Furnish and Install: The words "furnish", "furnish and install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".
- 3.4 Miscellaneous Items: Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the CONSULTANT before installation. The above requirements are not intended to include major components not covered by or inferable from the Drawings and Specifications.
- 3.5 Trades Work: The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.
- 3.6 Manufacturer's Literature: Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever

reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various Institute specifications, and the like, it shall be understood that such reference is to the latest edition, including addenda in effect on the date of Bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of the COUNTY, CONTRACTOR, or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the CONSULTANT, or any of the CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of these General Conditions.

- 3.7 **Brand Names:** Brand names where used in the technical specifications, are intended to denote the standard of quality required for the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the CONSULTANT, as the material or product so specified. Determination of whether an item is "equal" or "equivalent" shall be solely at the discretion of the CONSULTANT with the concurrence of the COUNTY'S PROJECT MANAGER. Proposed equivalent items must be approved by CONSULTANT before they are purchased or incorporated in the Work. Failure of the CONSULTANT or the COUNTY'S PROJECT MANAGER to find an item "equal" or "equivalent" shall not entitle the CONTRACTOR to a change in contract price. Approval of an item as "equal" or "equivalent" shall entitle the COUNTY to a credit if use of the approved item results in a savings in material and/or labor cost to the CONTRACTOR. (When a brand name, catalog number, model number, or other identification, is used without the phrase "or equal", the CONTRACTOR shall use the brand specified.)

4 Availability of Lands: Subsurface Conditions; Reference Points.

- 4.1 **Availability of Lands:** The COUNTY will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way and easements for access thereto, and such other lands, which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the COUNTY, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- 4.2 Not used - Reserved.
- 4.3 **Subsurface Conditions:** The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the COUNTY on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him

from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The COUNTY and CONSULTANT assume no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY or CONSULTANT.

4.4 Differing Site Conditions:

4.4.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY'S PROJECT MANAGER in writing of:

4.4.1.1 subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or

4.4.1.2 unknown physical conditions at the site; of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The COUNTY'S PROJECT MANAGER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

4.4.2 No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in 4.4.1 above; provided, however, the time prescribed therefore may be extended by the COUNTY.

4.4.3 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4.5 Physical Conditions - Underground Facilities: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to COUNTY or CONSULTANT by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.5.1 COUNTY and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

4.5.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 7.43 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price. No additional compensation will be allowed the Contractor because of the existence of utility lines, which are not shown on drawings.

4.5.3 If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 7.26) identify the owner of such Underground Facility and give written notice thereof to that owner and to the COUNTY'S PROJECT MANAGER and CONSULTANT.

4.6 Existing Structures: The plans show the locations of all known surface and subsurface structures. However, the COUNTY and CONSULTANT assume no responsibility for failure to

show any or all of these structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the Plans and Proposal in which case the provisions in these Specifications for extra work shall apply.

5 Public Records.

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

6 Bonds and Insurance.

6.1 **Public Construction Bond:** CONTRACTOR shall furnish a public construction bond as security for the faithful performance and payment of all his obligations under the Contract Documents. This Bond shall be in an amount at least equal to the Contract Price and in such form and with such sureties as are acceptable to OWNER. Bond forms for the aforementioned securities are a part of the Contract Documents and CONTRACTOR shall insure that each executed copy of the bond form is complete and sealed. The Bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties licensed to do business in Florida, satisfactory to St. Lucie County and with an "A" rating or better as published by Best Insurance Reports. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

6.2 **Contractor's Insurance:** The CONTRACTOR shall provide the OWNER with insurance certificates, as set forth in the Contract, certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER'S PROJECT MANAGER advance notice by registered mail.

6.2.1 The Contractor shall maintain all insurance during the life of this Contract as set forth in the Contract.

6.3 **Cancellation and Re-Insurance:** If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

7 Contractor Responsibility.

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

7.2 The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract

by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

- 7.3 The Contractor shall protect the entire Work, all materials under the Contract and the County's property (including machinery and equipment) in, on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.
- 7.4 At his or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their sub-contractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.
- 7.5 The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.
- 7.6 Supervision and Superintendence: The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home office.)
- 7.7 Labor, Materials and Equipment: The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday, observed by St. Lucie County, without the COUNTY'S PROJECT MANAGER'S written consent.
- 7.8 Materials and Equipment: The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. All material stored on

the job site shall remain the responsibility of the CONTRACTOR until incorporated into the work. The COUNTY will not reimburse the CONTRACTOR for materials lost, stolen, or damaged while stored on the job site.

- 7.9 Condition of Materials: All materials and equipment will be new. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.
- 7.10 Installation / Assembly: All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.
- 7.11 Materials, Equipment, Products, and Substitutions: Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the CONSULTANT and the COUNTY'S PROJECT MANAGER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety calendar days after award of Contract unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the CONSULTANT.
- 7.11.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other products of equal capacities, quality and function may be considered. The CONTRACTOR may request the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the CONSULTANT and COUNTY, such material, article, or piece of equipment is of equal substance and function to that specified, the CONSULTANT with concurrence of the COUNTY'S PROJECT MANAGER may approve its substitution and use by the CONTRACTOR. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without an increase in the Contract Price or Contract Time. The CONTRACTOR shall reimburse the COUNTY for charges of the CONSULTANT and CONSULTANT'S consultants for evaluating each proposed substitution. These costs shall include transportation to operating installation at factories, etc.
- 7.11.2 No substitute shall be ordered or installed without the written approval of the CONSULTANT with the COUNTY'S PROJECT MANAGER'S concurrence.
- 7.11.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.
- 7.11.4 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR.
- 7.11.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

- 7.12 Concerning Subcontractors: The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the COUNTY or the CONSULTANT may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the COUNTY'S PROJECT MANAGER and the CONSULTANT, unless the CONSULTANT determines that there is good cause for doing so.
- 7.13 Responsibility: The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between COUNTY or CONSULTANT and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or CONSULTANT to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. COUNTY or CONSULTANT may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.
- 7.14 Division of Work: The divisions and sections of the Specifications and the Identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.
- 7.15 Terms and Conditions: The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the COUNTY.
- 7.16 Agreement: All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to any appropriate agreement between the CONTRACTOR and the Subcontractor.
- 7.17 Responsibility: The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon His Work.
- 7.17.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the COUNTY may exercise over the CONTRACTOR under any provisions of the Contract Documents.
- 7.17.2 The COUNTY or CONSULTANT will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
- 7.17.3 If in the opinion of the COUNTY'S PROJECT MANAGER or CONSULTANT, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.
- 7.18 Patent, Fees and Royalties: The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the COUNTY and CONSULTANT and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

- 7.19 Patent Rights: The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems, which do not involve purchase by him of materials, appliances and articles.
- 7.20 Permits: The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. The COUNTY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges. The Contractor shall be responsible for obtaining dewatering permits as required. CONTRACTOR shall be responsible for complying with the South Florida Water Management District, Florida Department of Environmental Protection, United States Environmental Protection Agency and any other regulatory agency requirements including financial responsibility (fines, etc.).
- 7.21 The following is a list of permits that have been submitted by and/or received by the Owner and a copy is provided in APPENDIX A in these Specifications:
- 7.22 Florida Department of Environmental Protection (FDEP) Water Construction Permit (obtained & included)
- 7.23 Laws and Regulations: The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the CONSULTANT prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CONSULTANT, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.
- 7.24 Taxes: Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.
- 7.25 Record Drawings: The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the CONSULTANT and shall be delivered to him for the COUNTY upon completion of the project. It shall be used for this purpose only. Final acceptance of the project will be withheld until approval of the documents is made by the COUNTY'S PROJECT MANAGER.
- 7.26 Safety and Protection: The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
- 7.26.1 All employees on the Work and other persons who may be affected thereby,
- 7.26.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- 7.26.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- 7.27 Superintendent: The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the COUNTY'S PROJECT MANAGER.
- 7.28 Emergencies: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CONSULTANT or the COUNTY'S PROJECT MANAGER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.
- 7.29 Shop Drawings and Samples: After checking and verifying all field measurements, the CONTRACTOR will submit to the CONSULTANT and the COUNTY'S PROJECT MANAGER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8) copies (or at the CONSULTANT'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the CONSULTANT to review the information as required.
- 7.30 Samples: The CONTRACTOR will also submit to the CONSULTANT for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- 7.31 Deviations: At the time of each submission, the CONTRACTOR will in writing call the CONSULTANT'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.
- 7.32 Conformance Review: The CONSULTANT will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the CONSULTANT and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the CONSULTANT. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the CONSULTANT on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representation to the COUNTY and the CONSULTANT that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted without the CONTRACTOR'S stamp or specific written indication will be returned without action. Shop Drawings and submittal data will be reviewed two times, thereafter all further review time will be charged to the CONTRACTOR.
- 7.33 Approval: No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed and approved by the CONSULTANT. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CONSULTANT.

- 7.34 **Specific Deviations:** The CONSULTANT'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the CONSULTANT'S attention to such deviation at the time of submission and the CONSULTANT has given written approval to the specific deviation, nor shall any review by the CONSULTANT relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.
- 7.35 **Site Clean Up:** The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the COUNTY, the CONTRACTOR shall remove all his surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the COUNTY is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.
- 7.36 **Building Clean-up:** Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:
- 7.36.1 Remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.
 - 7.36.2 Remove all marks, stains, fingerprints and other soil and dirt from painted, stained and decorated work.
 - 7.36.3 Remove all temporary protections and clean and polish floors.
 - 7.36.4 Clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.
- 7.37 **General:** In case of dispute, the COUNTY may remove the rubbish and charge the cost to the CONTRACTOR.
- 7.38 **Public Convenience and Safety:** The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, Contractor shall obtain approval to close the street from the appropriate regulatory agencies having jurisdiction. The CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Approval from the Board of County Commissioners shall be coordinated through the office of the Director of the Public Works Department including notification of the news media and affected property owners. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Traffic paths shall be maintained for local traffic.
- 7.39 **Sanitary Provisions:** The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and

regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

- 7.40 Indemnification: To the extent of the insurance requirements set forth in the Contract, the CONTRACTOR will indemnify and hold harmless the COUNTY and the CONSULTANT and their agents and employees and interested third parties from and against all claims, damages, losses and expenses direct, indirect or consequential, including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 7.41 Claims: In any and all claims against the COUNTY or the CONSULTANT or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 7.38 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.
- 7.42 Obligation: The obligations of the CONTRACTOR under paragraph 7.38 shall not extend to the liability of the CONSULTANT'S negligent acts, errors or omissions or those of his employees or agents.
- 7.43 Responsibility for Connecting to Existing Work: It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.
- 7.44 Work in Street, Highway and Other Rights-of-Way: Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of these Specifications and authorities having jurisdiction. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to CONSULTANT certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.
- 7.44.1 The COUNTY will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.
- 7.45 Cooperation with Governmental Departments, Public Utilities, Etc.: The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them with Utility Owner's approval, if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

- 7.45.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.
- 7.45.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.
- 7.46 Use of Premises: CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of the COUNTY'S REPRESENTATIVE, and shall not unnecessarily encumber any part of the site.
- 7.46.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.
- 7.46.2 CONTRACTOR shall enforce the COUNTY'S PROJECT MANAGER'S instructions in connection with signs, advertisements, fires and smoking.
- 7.46.3 CONTRACTOR shall arrange and cooperate with COUNTY in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the Project site.
- 7.47 Protection of Existing Property Improvements: Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project, whether or not such improvements appear on the drawings, shall be restored to a condition equal, or better, to that existing at time of award of Contract. Such restoration or repair shall be at the sole expense of the Contractor, and no claim for an increase in the Contract Price shall be allowed.
- 7.48 Temporary Heat: The CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the COUNTY prior to such acceptance, in which case the COUNTY shall assume all expenses of heating from date of full occupancy. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.
- 8 Subcontractors.**
- 8.1 The COUNTY may perform additional work related to the Project by itself, or it may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the COUNTY, if it is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.
- 8.2 In the event Contractor requires the services of any contractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the

written approval of the County Project Manager before engaging such contractor or professional associate.

- 8.3 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the COUNTY), the CONTRACTOR will promptly report to the COUNTY'S REPRESENTATIVE in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.
 - 8.4 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the CONSULTANT and of the other contractors whose work will be affected.
 - 8.5 If the performance of additional work by other contractors or the COUNTY is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the COUNTY or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.
 - 8.6 Where practicable, the CONTRACTOR shall build around the work of other separate Contractors.
 - 8.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. The CONTRACTOR shall coordinate his operations with those of any other CONTRACTORS for the best interest of the Work in order to prevent delay in the execution thereof.
 - 8.8 The CONTRACTOR shall keep himself informed of the progress of the work of other Contractors. Should lack of progress or defective workmanship on the part of other Contractors interfere with his operations, the CONTRACTOR shall notify the COUNTY'S REPRESENTATIVE immediately. Lack of such notice to the COUNTY'S REPRESENTATIVE will be construed as acceptance by the CONTRACTOR of the status of the work of other Contractors as being satisfactory for proper coordination of his own Work.
 - 8.9 CONTRACTOR shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. All such notices shall be submitted to the COUNTY'S REPRESENTATIVE with copies to other Contractors on the Project Site sufficiently ahead of job progress to permit adequate time for the other Contractors to coordinate their work.
- 9 County's Responsibilities.**
- 9.1 The COUNTY will issue all communications to the CONTRACTOR through the CONSULTANT, COUNTY'S PROJECT MANAGER or COUNTY'S REPRESENTATIVE (Project Manager).
 - 9.2 In case of termination of the employment of the CONSULTANT, the COUNTY'S PROJECT MANAGER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former CONSULTANT. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.
 - 9.3 The COUNTY will furnish the data required of it under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

- 9.4 COUNTY'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Section 4.0 and the Special Conditions.
- 9.5 In connection with the COUNTY'S right to stop Work or suspend Work, see paragraph 16.1. Paragraph 16.4 deals with the COUNTY'S right to terminate services of the CONTRACTOR under certain circumstances.
- 9.6 The COUNTY shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the CONSULTANT may determine. See paragraph 15.7.
- 9.7 COUNTY'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraphs 10.5, 10.6, and 14.3 through 14.8.

10 Consultant's Status During Construction.

- 10.1 County's Representative: The CONSULTANT (if specifically designated), or a specifically designated employee of the COUNTY, shall act as the COUNTY'S REPRESENTATIVE during the construction period. The duties and responsibilities and the limitations of authority of the CONSULTANT as one of the COUNTY'S REPRESENTATIVES during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the COUNTY'S PROJECT MANAGER and the CONSULTANT.
 - 10.1.1 The CONSULTANT'S decision with the consent of the COUNTY'S PROJECT MANAGER in matters relating to aesthetics, shall be final, if within the terms of the Contract Documents.
 - 10.1.2 Except as may be otherwise provided in the Contract or elsewhere in the Contract Documents, all claims, counter-claims, disputes and other matters in question between the COUNTY and the Contractor arising out of or relating to the Contract or the breach thereof will be decided in a court of competent jurisdiction with the State in which the COUNTY is located.
- 10.2 Visits to Site: The CONSULTANT will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the COUNTY that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the COUNTY informed of the progress of the Work and will endeavor to guard the COUNTY against defects and deficiencies in the Work.
- 10.3 Clarifications and Interpretations: The CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

- 10.4 Measurement of Quantities: All Work completed under the Contract will be measured by the CONSULTANT'S or COUNTY'S REPRESENTATIVE or PROJECT REPRESENTATIVE according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the Item measured.
- 10.5 Rejecting Defective Work: The CONSULTANT, COUNTY'S REPRESENTATIVE or PROJECT REPRESENTATIVE will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). They will also have authority to require special inspection or testing of the Work as they may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.
- 10.6 Correction of Defective Work: Upon presentation of a Defective Work Notice to the Contractor's Representative from the COUNTY'S REPRESENTATIVE, the contractor shall have fourteen (14) days to begin corrective action and repairs. If the Contractor believes that the necessary corrective action should not begin at the end of that fourteen (14) day period, he shall submit to the COUNTY'S PROJECT MANAGER, with a copy to the COUNTY'S CONSULTANT, a schedule for review with an explanation for not wanting to comply with the fourteen (14) day requirement. The COUNTY'S PROJECT MANAGER shall determine if the Contractor's request is valid, and shall reply to the Contractor. If the Contractor refuses to comply with the fourteen (14) day requirement (or an agreed upon schedule), the COUNTY has the right to do either (or more) of the following:
- The COUNTY has the right to correct any work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or
- The COUNTY will hold back final payment due CONTRACTOR until such time as the work is completed to the satisfaction of the COUNTY'S PROJECT MANAGER and in compliance with the County's specifications. The COUNTY'S PROJECT MANAGER shall have the sole discretion to determine if the work is satisfactory and in compliance with specifications.
- The remedies contained herein are not exclusive and the OWNER reserves the right to pursue any and all other remedies it deems applicable.
- 10.7 Shop Drawings: In connection with the CONSULTANT'S responsibility as to Shop Drawings and samples, see paragraphs 7.27 through 7.32, inclusive.
- 10.8 Change Orders: In connection with the CONSULTANT'S responsibility for Change Orders, see Articles 10, 11 and 12.
- 10.9 Payments: In connection with the CONSULTANT'S responsibilities in respect to Application for Payment, etc., see Article 14.
- 11 Changes in the Work.**
- 11.1 Without invalidating the Contract, the COUNTY'S PROJECT MANAGER may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY'S PROJECT MANAGER, or at the request of the CONSULTANT with the concurrence of the COUNTY'S PROJECT MANAGER, the CONSULTANT shall issue a Request for Proposal to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The CONTRACTOR shall provide a binding proposal to the CONSULTANT for the items requested. This proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the Request for Proposal. The CONSULTANT shall review the Proposal and submit it together with his comments to the COUNTY'S PROJECT MANAGER. The COUNTY'S PROJECT MANAGER shall then instruct the

CONSULTANT to 1) modify the Request for Proposal, or 2) instruct the CONSULTANT to withdraw the Request for Proposal, or 3) arrange for a Change Order to be issued, in accordance with the provisions of Articles 10 and 11 of these General Conditions, covering the additions, deletions or revisions covered by the Proposal.

- 11.2 The CONSULTANT with the COUNTY'S PROJECT MANAGER'S approval may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the CONSULTANT entitles him to an increase in the Contract Price or extension of Contract Time, he shall treat the Field Order as a Request for Proposal and issue a Proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in paragraph 11.1 shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.
- 11.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 7.26.
- 11.4 The COUNTY will execute appropriate Change Orders prepared by the CONSULTANT covering changes in the Work to be performed as provided in paragraphs 11.1 and 11.2, and Work performed in an emergency as provided in paragraph 7.26.
- 11.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the COUNTY.

12 Change of Contract Price

- 12.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.
- 12.2 The COUNTY'S PROJECT MANAGER may, at any time, without notice to the sureties, by Field Order pursuant to a Proposal from the Contractor or by properly executed Change Order, make any change in the Work within the general scope of the contract, including but not limited to changes:
 - 12.2.1 In the specifications (including drawings and designs);
 - 12.2.2 In the method or manner of performance of the work;
 - 12.2.3 In the COUNTY-furnished facilities, equipment, materials, services or site; or
 - 12.2.4 Directing acceleration in the performance of the work.
 - 12.2.5 Any other written order or an oral order (which terms as used in this paragraph shall include direction, instruction, interpretation or determination) from the COUNTY'S PROJECT MANAGER, which causes any such change shall be treated as a Field Order under this clause, provided that the CONTRACTOR shall follow the procedures outlined in paragraph 11.2.

Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, that except for the claims based on defective specifications, no claim for any Change Order under paragraph 11.2 above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required: And provided further, that in the case of defective specifications for which the COUNTY is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

Change Orders involving a decrease in Contract Price or an increase in Contract Price of less than \$50,000.00 or less may be executed by the County Administrator, provided that the total Contract Price including all increases and decreases does not exceed the project budget previously approved by the Board of County Commissioners of St. Lucie County.

Change Orders involving a change in Contract Price, of more than \$50,000.00 shall be executed by the Board of County Commissioners of St. Lucie County.

- 12.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 12.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved. Should the quantity of Work be significantly increased or decreased from that stipulated in the Contract Documents, the COUNTY'S PROJECT MANAGER or the CONTRACTOR may request adjustment of the unit price(s) by negotiation.
 - 12.3.2 By negotiated lump sum.
 - 12.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon, but not to exceed 15% of the other costs, to cover administrative costs and profit.
- 12.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the COUNTY'S PROJECT MANAGER such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 12.5:
- 12.5 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours on Sunday or legal holidays shall be included in the above to the extent authorized by the COUNTY'S PROJECT MANAGER.

- 12.6 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.
- 12.7 All cash discounts shall accrue to CONTRACTOR unless the COUNTY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the COUNTY.
- 12.8 All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the COUNTY, and CONTRACTOR shall make provisions so that they may be obtained.
- 12.9 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by the COUNTY'S PROJECT MANAGER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to the COUNTY'S PROJECT MANAGER who will then determine with the advice of Consultant, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the Cost of the Work shall be determined in accordance with paragraphs 12.4 and 12.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 12.10 Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.
- 12.11 Supplemental costs including the following:
 - 12.11.1 The proportion of necessary transportation, traveling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.
 - 12.11.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
 - 12.11.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the COUNTY'S PROJECT MANAGER with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - All in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - 12.11.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
 - 12.11.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.
 - 12.11.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the COUNTY'S PROJECT MANAGER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining

CONTRACTOR'S Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 12.6.2.

12.11.7 Minor expenses such as long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.

12.11.8 Cost of premiums for additional Bonds and Insurance be required because of changes in the Work.

12.12 The term Cost of the Work shall not include any of the following:

12.12.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineer, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, Clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 12.4.1 - all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

12.12.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

12.12.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.12.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 12.4.5.8).

12.12.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

12.12.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 12.4.

12.13 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his administrative expenses, general overhead and profit shall be determined as follows:

12.13.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

12.13.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

12.13.3 In no case shall the CONTRACTOR'S Fee exceed 15% of the cost of the additional work being performed.

12.14 The amount of credit to be allowed by CONTRACTOR to the COUNTY for any such change, which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

12.15 Whenever the cost of any Work is to be determined pursuant to paragraphs 12.4 and 12.5, CONTRACTOR will submit in form prescribed by CONSULTANT an itemized cost breakdown together with supporting data.

12.16 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers or Subcontractors and for such sums within the limit of the allowances as the CONSULTANT may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order Issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

12.16.1 These allowances shall cover the cost to the CONTRACTOR, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

12.16.2 The CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

12.16.3 Whenever the cost, as described in 12.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 12.5 above.

13 Delays and Extensions of Time.

13.1 All time limits stated in the Contract Documents are of the essence of the Contract.

13.2 As the CONTRACTOR'S only remedy for delay, the COUNTY may grant an extension of the contract time, when a controlling item of work is delayed by any factors contemplated or not contemplated at the time of the bid. Such extension of time may be allowed for delays occurring during the contract time period or authorized extension of the contract time.

13.3 All claims for extension of time shall be made in writing to the CONSULTANT. Claims for delay due to inclement weather shall be made by the 10th day of the month following the month of the delay. All other claims shall be made no more than twenty (20) days after the commencement of the delay. Claims made beyond these time limits shall be null and void. Requests for extension of time shall be fully documented and shall include copies of daily logs, letters, shipping orders, delivery tickets, and other supporting information. In case of a continuing cause of delay only one (1) claim is necessary. Normal working weeks are based on a five (5) day week.

13.4 The right is reserved by the COUNTY to have other work performed by other contractors and to permit public utility companies and others to do work during the construction, and within the limits of, or adjacent to the project. The CONTRACTOR shall conduct his operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. Should a difference of opinion arise as to the rights of the CONTRACTOR and others working within the limits of, or adjacent to the project, the CONSULTANT will decide as to the relative priority of all concerned.

13.5 All authorized extensions of time shall be done by Change Order.

14 Guarantee; Tests and Inspections.

14.1 Guarantee: The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date when final payment becomes due. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date when final

payment becomes due that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The COUNTY'S PROJECT MANAGER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or the Work that may be made necessary by such defects, the COUNTY may do so and charge the CONTRACTOR the cost thereby incurred. The Public Construction BOND shall remain in full force and effect through the guarantee period. Express warranties are set forth in the Special Conditions, or in the Technical Specifications.

- 14.2 Access to Work: CONSULTANT and CONSULTANT'S representatives, other representatives of the COUNTY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.
- 14.3 Tests and Inspections: Other than as provided for in paragraph 14.5, COUNTY shall pay for all tests, except that any test not meeting specification requirements shall be charged to the CONTRACTOR and deducted from any monies due him.
- 14.3.1 An independent Testing Laboratory shall be selected by the COUNTY to provide testing services as directed by the CONSULTANT. All inspections, tests or approvals required by Laws or Regulations of any authority having jurisdiction shall be performed by organizations acceptable to those authorities having jurisdiction.
- 14.3.2 The Testing Laboratory shall mail copies of all test reports independently to the COUNTY, CONSULTANT, and the CONTRACTOR.
- 14.4 CONTRACTOR shall give CONSULTANT and the COUNTY'S PROJECT MANAGER timely notice of readiness of the Work for all required inspections, tests or approvals.
- 14.5 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved independently of the requirements of the COUNTY, CONSULTANT, and the Contract Documents, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish CONSULTANT and the COUNTY'S PROJECT MANAGER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the COUNTY'S PROJECT MANAGER'S or CONSULTANT'S acceptance of a Supplier or materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof, for incorporation in the Work.
- 14.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of the Project Representative, it must, if requested by the COUNTY'S PROJECT MANAGER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense.
- 14.7 Neither observations by CONSULTANT nor inspections, tests or approvals by others, including the Project Representative, COUNTY'S REPRESENTATIVE or COUNTY'S PROJECT MANAGER, shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.
- 14.8 County's Project Representative (Inspector): A County Project Representative will be assigned to all projects.
- 14.8.1 The Project Representative shall inspect all construction and materials, and shall inspect preparation, fabrication or manufacture of components, and materials and supplies.

14.8.2 The Project Representative is not authorized to revoke, alter or waive any requirements of the specifications, but is authorized and expected to call to the attention of CONSULTANT and/or Contractor any failure of work or materials to conform to the Drawings and Specifications. Inspectors shall have no authority to permit deviation from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the COUNTY with the concurrence of the CONSULTANT, or to delay the Contractor by failure to observe the materials and work with reasonable promptness.

14.8.3 The Project Representative shall have the authority to reject materials or suspend the work until questions of issue can be resolved to the County's satisfaction.

14.8.4 The Project Representative shall in no case neither act as foreman, give advice or perform other duties for the Contractor nor interfere with the management of the work.

15 Payments and Completions.

15.1 The County shall make payments on account of the Contract as follows:

Once each month progress payments shall be made during the process of construction in amounts not to exceed ninety percent (95%) of the amount due on the Contract on the basis of Work completed as certified by the Contractor and approved by the County's designated employee or Agent, as set forth above, Pursuant to Sections 218.72 (7) and (8), Florida Statutes, payment application or payment requests must be made in the form provided for in the Bid Documents and shall be fully executed and notarized. Contractor shall submit a proper payment application to the County's Project Manager by the 25th day of each month. The application shall be for the dollar amount of the Work complete on the last day preceding the submission of the application. If an Agent must approve the payment request or invoice prior to submission to the County, then Payment to the Contractor shall be due within twenty-five (25) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), Florida Statutes. The Contractor may send the County an overdue notice and if the payment request or invoice is not rejected within four (4) business days after delivery of the overdue notice, the payment or invoice is deemed accepted, except for any portion deemed fraudulent or misleading. If no Agent is required to approve the payment request or invoice prior to submission to the County, then payment is due within twenty (20) business days after the date on which payment request or invoice is stamped as received in accordance with Section 218.74(1), Florida Statutes.

The County may reject the payment request or invoice in writing within twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), Florida Statutes, which shall specify the deficiency and the action necessary to correct the deficiency and to make the payment request or invoice proper. Payment of a corrected payment request or invoice, or rejection thereof, shall be made ten (10) business days after the date the corrected payment request or invoice is stamped as received as provided in Section 218.74(1), Florida Statutes. All applications for payment submitted by the Contractor shall reference the County's Contract number. The parties agree that any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act, Sections 217.70-80, Florida Statutes.

If a dispute between the County and the Contractor cannot be resolved by the procedure in this subsection, then the dispute must be resolved in accordance with the dispute resolution procedure set forth in Subsection 31 of this Contract. If the County disputes a portion of the payment request or invoice, then the undisputed portion shall be paid timely in accordance with this subsection.

As a part of this Contract, if the Contractor receives payment then the Contractor must remit

undisputed payment due to subcontractors and suppliers within ten (10) days after contractor's receipt of payment. A subcontractor who receives payment must remit undisputed payment due to those subcontractors and suppliers within seven (7) days after subcontractor's receipt of payment.

Prior to final payment, a consultant evaluation form must be completed by the County's Project Manager. Additionally, all Releases of Liens must be submitted and, if applicable, a written certification of the project engineer that the project has been completed per plans and specs must be presented to the Board of County Commissioners for final acceptance. Prior to final payment or any progress payment, the County may require that a Consent of Surety be provided.

- 15.2 Contractor's Warranty of Title: The CONTRACTOR warrants and guarantees that title to all Work and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.
- 15.3 Approval of Payments: The CONSULTANT'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the COUNTY, based on the CONSULTANT'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment the CONSULTANT shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the money paid or to be paid to him on account of the Contract Price, or that title to any Work or equipment has passed to the COUNTY free and clear of any Liens.
- 15.4 The CONTRACTOR shall make the following certification on each request for payment:
- "I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all equipment included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."
- 15.5 The CONSULTANT'S approval of final payment shall constitute an additional representation by him to the COUNTY that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 15.11 have been fulfilled.
- 15.6 The CONSULTANT may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the COUNTY. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the COUNTY from loss because:

- 15.6.1 The Work is defective, or complete Work has been damaged requiring correction or replacement,
- 15.6.2 The Work for which payment is requested cannot be verified,
- 15.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,
- 15.6.4 The Contract Price has been reduced because of Modifications,
- 15.6.5 The COUNTY has been required to correct defective Work or complete the Work in accordance with paragraph 10.6,
- 15.6.6 Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 7.38, 7.39 and 7.40,
- 15.6.7 Of persistent failure to cooperate with other Contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,
- 15.6.8 Of liquidated damages payable by the CONTRACTOR, or
- 15.6.9 Of any other violation of, or failure to comply with, the provisions of the Contract Documents.
- 15.7 Prior to Substantial Completion, the COUNTY, with the approval of the CONSULTANT and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portion of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- 15.8 The COUNTY shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agent or employees of the COUNTY.
- 15.9 Upon completion and acceptance of the Work the CONSULTANT shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the COUNTY, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the Work.
- 15.10 The CONTRACTOR will indemnify and save the COUNTY or the COUNTY'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machines and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the COUNTY'S PROJECT MANAGER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the COUNTY may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S pay from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the COUNTY to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the COUNTY shall be considered as a

payment made under the Contract Documents by the COUNTY to the CONTRACTOR and the COUNTY shall not be liable to the CONTRACTOR for any such payments made in good faith.

15.11 Acceptance of Final Payment as Release: The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the COUNTY of 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 this Work and for every act and neglect of the COUNTY and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Public Construction Bond and Payment and Performance Bonds.

16 Suspension of Work and Termination.

16.1 County May Suspend Work: The COUNTY'S PROJECT MANAGER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the CONSULTANT which shall fix the date on which Work shall be resumed. The CONTRACTOR will resume the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

16.2 County May Stop Work: The COUNTY or his REPRESENTATIVE may stop the Work or any portion thereof when it has been determined that the Contractor is not complying with the Drawings or Specifications or the Intent thereof. The Stop Work order may be verbal and the CONTRACTOR shall cease work immediately except for leaving the Work area in a safe and acceptable condition. A verbal Stop Work order will be confirmed in writing. The CONTRACTOR will not be allowed an increase in the contract price or an extension of the Contract time during the Stop Work period. A Start Work order may be verbal and will be confirmed in writing.

16.3 Work During Inclement Weather: No work shall be done under these Specifications except by permission of the COUNTY'S PROJECT MANAGER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the COUNTY'S PROJECT MANAGER, shall suspend all work until instructed to resume operations by the COUNTY'S PROJECT MANAGER and the CONTRACT Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the COUNTY'S PROJECT MANAGER.

16.4 County May Terminate: If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the CONSULTANT, or if he otherwise violates any provision of the CONTRACT Documents, then the COUNTY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days' written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the

CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the COUNTY. Such costs incurred by the COUNTY will be determined by the CONSULTANT and incorporated in a Change Order.

- 16.5 Where the CONTRACTOR'S services have been so terminated by the COUNTY, said terminations shall not affect any rights of the COUNTY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the COUNTY due the CONTRACTOR will not release the CONTRACTOR from liability.
- 16.6 Upon seven (7) days written notice to the CONTRACTOR and the CONSULTANT, the COUNTY may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.
- 16.7 Removal of Equipment: In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR, if notified to do so by the COUNTY'S PROJECT MANAGER, shall promptly remove any part or all of this equipment and supplies from the property of the COUNTY. Should the CONTRACTOR not remove such equipment and supplies, the COUNTY shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.
- 16.8 Contractor May Stop Work or Terminate: If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety days by the COUNTY, or under an order of court or other public authority as a result of actions by others not under the control of the CONTRACTOR, or the CONSULTANT fails to act on any Application for Payment within thirty days after it is submitted, or the COUNTY fails to pay the CONTRACTOR any sum approved by the CONSULTANT or awarded by arbitrators within thirty days of its approval and presentation, then the CONTRACTOR may, upon seven days written notice to the COUNTY'S PROJECT MANAGER and the CONSULTANT, terminate the Contract and recover from the COUNTY payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Contract, if the CONSULTANT has failed to act on an Application for Payment or the COUNTY has failed to make any payment as aforesaid, the CONTRACTOR may upon twenty-one (21) days' notice to the COUNTY'S PROJECT MANAGER and the CONSULTANT stop the Work until he has been paid all amounts then due.
- 16.9 County Furnished Equipment: In case the COUNTY furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required by SPECIAL CONDITIONS, and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the COUNTY and obtain adjustments as provided herein.
- 16.10 Liquidated Damages: It is mutually agreed between the parties hereto that time is of the essence in the performance of this Contract. In the event the construction of the Work is not completed within the time herein specified the County will suffer damages, the amount of which is difficult if not impossible to ascertain. It is agreed, therefore, that from the compensation otherwise to be paid to the Contractor, the County may retain the sum of \$500.00 per calendar day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted. This sum shall represent liquidated damages which the County will have sustained per calendar day from the inconvenience and expense caused to the County by the delay in the completion of the Work. This sum is not a penalty, being the liquidated damages, the County will have sustained in event of such default by the Contractor. The County reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the

County for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

17 Miscellaneous.

- 17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.
- 17.2 All Specifications, Drawings and copies thereof furnished by the CONSULTANT shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Contract, shall be returned to him on request upon completion of the Project.
- 17.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Contract.
- 17.4 Should the COUNTY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 17.5 The Contract Documents shall be governed by the law of the State of Florida.
- 17.6 Before the Contractor disposes of any existing Improvements or equipment which is to be removed as a portion of the work, and for which disposition is not specifically provided for elsewhere in these Specifications, he will contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY will be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the Contractor to be removed from the site and disposed of in an acceptable manner.

18 Public Entity Crimes.

- 18.1 Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract to the County for the construction or repair of a building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with the County, and may not transact business with the County in excess of \$10,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted list.
- 18.2 The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A9e) of the Immigration and Nationality Act (AINA@)]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such a violation by the Recipient

of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

19 Punchlist Procedures.

Per Section 218.735(7), Florida Statutes

20 Audit.

The Contractor agrees that the County 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 of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of the project and issuance of the final certificate, whichever is sooner.

21 Indemnity.

- 21.1 Contractor agrees to pay on behalf of, protect, defend, reimburse, indemnify and hold the County, its agents, employees, elected officers and representatives and each of them, (hereinafter collectively and for the purposes of this paragraph, referred to as "County"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of action of every kind and character against County by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or in incident to or in connection with Contractor's performance under this Contract, the condition of the premises, Contractor's acts, or omissions or operations hereunder, or the performance, non-performance or purported performance of the Contractor of any breach of the terms of this Contract to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor.
- 21.2 Contractor further agrees to pay on behalf of and hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from its activities on the project, whether or not Contractor was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Contractor's activities to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor.
- 21.3 Said indemnification by Contractor shall be extended to include all deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of Contractor. Contractor recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant. This indemnification and hold harmless survives acceptance of the Work. This clause of the Contract will extend beyond the term of the Agreement for a period of ten (10) years after the date of the acceptance of the Work by the County.

22 Indemnity of Florida East Coast Railroad Company and Insurance Requirements-If Applicable.

- 22.1 If the Work performed under this Contract requires a permit from Florida East Coast Railway Company ("FEC"), the Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter, defend and save harmless FEC from and against all judgments, and all loss, claims, damages, costs, charges, and expenses ("Costs") which it may suffer, sustain, or in any wise be subjected to on account of or occasioned by the operations of the Contractor, or

any of the subcontractors, or both, whether directly or indirectly under, or pursuant to, this construction contract, including any such Costs arising from the death, bodily injury of, as follows:

22.1.1 Of any person, including without limitation upon the generality of the foregoing description, employees and officers of Florida East Coast Railway Company, employees and officers of material men, employees and officers of the Contractor, employees and officers of all subcontractors, and from loss, damage, injury and loss of use of any real or personal property (a) in which Florida East Coast Railway Company has any ownership interest, and (b) personal property in the custody of Florida East Coast Railway Company under any transportation contracts; including without limitation upon the generality of the two (2) foregoing enumerations, all railroad equipment commonly described as rolling stock and the contents of the same.

22.1.2 In furtherance of its obligation to indemnify, defend and save harmless, Contractor shall procure and keep in effect comprehensive general liability insurance in the limits of \$2,000,000.00 each occurrence for bodily injury or death and \$2,000,000.00 property damage each occurrence, covering all obligations of Contractor to indemnify the Railway by Contractual Assumed Liability Endorsement. Alternatively, Contractor may procure and keep in effect during the life of this construction contract, as aforesaid Railroad Protective Liability Policies ensuring the Railway directly as insured against losses and damages with the limits specified in this paragraph.

In addition to the above, Contractor shall, at its cost and expenses, maintain a Workman's Compensation Insurance Policy as required in the State of Florida.

22.2 All such insurance, directly or indirectly for the benefit of the Railway, shall be in a form satisfactory to Railway's Manager of Insurance and issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher.

23 Inspection.

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

24 Public Construction Bond.

24.1 The Contractor shall, upon execution and return of this Contract to the County, furnish to the County a public construction bond using the attached form or incorporating all of the terms and conditions set forth in the form and covering the faithful performance of this Contract and the payment of all obligations arising hereunder in the amount of one hundred percent (100%) of the Contract amount. The liability of the Contractor and its surety or sureties for the faithful performance of this Contract and the payment of all obligations arising hereunder is joint and several. The Contractor shall record the public construction in the Official Records for St. Lucie County and provide the County with a copy of the recorded bond.

24.2 The public construction bond required hereunder shall meet the following minimum standards:

24.2.1 The surety issuing the bond must be licensed to do business in the State of Florida, hold a certificate of authorization to write sureties in the State, hold a currently valid certificate of authority issued by the United States Department of the Treasury, and otherwise be in compliance with the provisions of the Florida Insurance Code.

- 24.2.2 The attorney-in-fact must provide a certified copy of his or her power of attorney to sign the bond.
- 24.2.3 The name, address and telephone number of the surety and its agent must be listed on the bond.
- 24.2.4 For contracts up to \$499,999.99 the surety shall have twice the minimum surplus and capital required by the Florida Insurance Code at the time the bid is issued for the Work, otherwise the surety shall have the following minimum ratings:

<u>Contract Amount</u>	<u>Best Key Rating</u>
\$500,000 to \$2,499,999.99	Class XII A or better
Over \$2,500,000.00	Class XIV or better

- 24.2.5 The Bond shall specifically incorporate and acknowledge the Surety's responsibility for liquidated damages.

25 Insurance.

Insurance requirements will be as noted in Section 6.0 – Bonding & Insurance Requirements

26 Non-Discrimination.

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

27 E-Verify / Verification of Employment Status.

- 27.1 Effective January 1, 2021, As required by Section 448.095(2)(a), the Contractor and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Contractor, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Contractor shall provide documentation of their compliance of this requirement to the County upon request.
- 27.2 If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- 27.3 The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

28 Products or Material with Recycled Content.

- 28.1 Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement
 - 28.1.1 Is not available within a reasonable period of time;

28.1.2 Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

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

29 Florida Produced Lumber.

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

30 Asbestos-Free Materials.

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

31 Dispute Resolution.

Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the County or its Project Manager. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator. For purposes of the Florida Prompt Payment Act, the dispute resolution proceeding is to be commenced within forty-five (45) days after the date the payment request or proper invoice was received by the County. The dispute resolution procedure shall be considered commenced when the County sends the Contractor notification that the process has begun, not the date of the hearing. The County Administrator shall reduce the final decision to writing within sixty (60) days after the date the payment request was received by the County. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence. If the County does not commence the dispute resolution procedure within the time required, a Contractor may give written notice to the County and if the County does not commence the dispute resolution within four (4) business days after such notice, any amounts resolved in favor of the contractor shall bear mandatory interest from the date the payment request or invoice was submitted to the County and any objection to the payment request or invoice shall be deemed waived. Any waiver of an objection does not relieve the Contractor of its contractual obligations. Section 218.76(2)(b), Florida Statutes.

32 Mediation.

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

33 Antitrust Assignment.

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

END OF SECTION

ATTACHMENT A – APPLICABLE FEDERAL TERMS

The County requires that work funded in whole or in part by federal financial assistance be subject to the following terms and conditions. Submitting a bid in response to this ITB constitutes acknowledgement that the below provisions will be incorporated into the resulting Agreement.

MAINTENANCE OF RECORDS

- A. Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of five years from the County's submission of the final expenditure report to the federal awarding agency, whichever is greater.
- B. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement.
- C. If an auditor employed by the COUNTY or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

CHANGE IN SCOPE OF SERVICES/WORK

- A. The COUNTY may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims made by Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the COUNTY's manager and Contractor 's representative.
- B. If Contractor believes that any particular work is not within the scope of services of the Agreement, is a material change, or will otherwise require more compensation to Contractor, then Contractor must immediately notify the COUNTY in writing of this belief. If the COUNTY believes that the particular work is within the scope of the Agreement as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated in the original Agreement. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

The COUNTY shall have the power to make changes in the Agreement as the result of changes in law and/or Ordinances of the COUNTY to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time to-time be necessary and desirable for the public welfare. The COUNTY shall give the Contractor notice of any proposed change and an opportunity to be heard concerning these matters. In the

event of any change in federal, state, or local law or ordinance, the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the COUNTY shall be entitled to an adjustment in the rates and charges established in the Agreement commensurate with the change required.

Nothing contained in this agreement shall require any party to perform any act or function contrary to law. The COUNTY and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement which may be required in order to implement changes in the interest of the public welfare or due to changes in law.

NON-DISCRIMINATION

Contractor and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Contractor and COUNTY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 U.S.C. §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Contractor agrees as follows:

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- B. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- C. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- D. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- E. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- H. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- I. Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, Instrumentality or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

All contracts entered into related to this Contract shall contain the following language:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory),

for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

- A. Contractor shall comply with all applicable standards, ordered, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- B. Contractor shall report all violations to the County, and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- A. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that it, its principals (defined at 2 C.F.R. §

180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are not excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor will execute a Suspension and Debarment Certification that will be incorporated into the Agreement before work commences.

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 federal awarding agency.

Contractor will execute an Anti-Lobbying Certification that will be incorporated into the Agreement before work commences.

PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.323)

- A. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - Meeting Contract performance requirements; or
 - At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

TELECOMMUNICATION COSTS AND VIDEO SURVEILLANCE COSTS (2 C.F.R. § 200.216)

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216 prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, the COUNTY, as well as their contractors and subcontractors, may not obligate or expend any federal award funds to:

- A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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.

Manufactured products mean 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.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

If the Contractor, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. § 200.321, the Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

- 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;
- E. 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.

DISCLAIMER

- A. The United States expressly disclaims any and all responsibility or liability to Recipient and Contractor or third persons for the actions of Recipient, Contractor, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- B. The acceptance of this award by Recipient and Contractor does not in any way establish an agency relationship between the United States and Recipient or Contractor.

PUBLICATIONS

- A. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to St. Lucie County by the U.S. Department of the Treasury."
- B. Any publications produced with funds from this award or pertaining to projects or programs administered with funds from this award must be approved by the COUNTY prior to publication.

PROTECTIONS FOR WHISTLEBLOWERS

- A. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;

- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

C. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating Contractor-owned, rented, or personally-owned vehicles.

REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

_____	_____
Contractor Name	Bid Number
_____	_____
Name	Title
_____	_____
Signature	Date

(MUST BE SUBMITTED WITH BID FORM)

**ATTACHMENT B – CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER-TIER COVERED TRANSACTIONS**

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)

- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

1. By signing and submitting this proposal or agreement, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this proposal or agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this proposal or agreement that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this proposal or agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Contractor Name

Bid Number

Name

Title

Signature

Date

(MUST BE SUBMITTED WITH BID FORM)

**ATTACHMENT C – CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

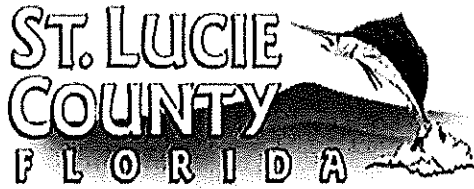
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____	_____
Contractor Name	Bid Number
_____	_____
Name	Title
_____	_____
Signature	Date

(MUST BE SUBMITTED WITH BID FORM)

**BOARD OF COUNTY
COMMISSIONERS**



**PURCHASING
DEPARTMENT**

ADDENDUM No. 1

Bid No. 25-089

Signal Maintenance and Master Construction Contract

September 26, 2025

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Revised Section 110 – Removing the requirement for electrical contractor license

Please sign and include in submittal.

Name of Firm: _____

Signature: _____

Date: _____

REVISED SECTION 00110

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

BIDDER'S CHECK LIST

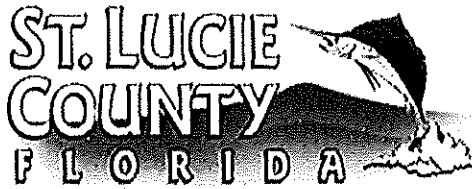
THIS SHOULD BE THE FIRST PAGE OF YOUR BID

BIDS SHALL BE REJECTED AS NON-RESPONSIVE if the following documents and/or attachments are not completely filled out and submitted with your bid. Before sending in your bid, please make sure you have completed and included with bid submittal all of the following:

- **Bid Form and Bidder's Qualification Questionnaire**
- Two (2) copies of either a State License/Certification or County Competency Card (See Section 00100, Article 24.0)
- Please complete in their entirety: Sections; 00110 (Bidder's Checklist); 00300 (Bid Form and Bidder's Qualification Questionnaire), 00455 (Non-Collusion Affidavit) and Confirmation of Drug Free Workplace, Attachment A - Applicable Federal Terms, Attachment B - Certification regarding Debarment, Attachment C - Certification Regarding Contracts, Grants, Loans & Cooperative Agreements.
- Include proof of proper licensing as stated in bid documents:
 - a) Due to the nature of this contract CONTRACTOR must have a current Certificate of Qualification from the Florida Department of Transportation. A copy of the current Certificate of Qualification must be attached to the Bid documents for this Bid to be valid.
 - b) ~~CONTRACTOR must have a current St. Lucie County Electrical Contractors license, and a copy must be attached to the Bid documents, or this Bid will be invalid.~~
 - c) The CONTRACTOR shall submit with the BID, an IMSA Certified Level II/III Traffic Signal Field Technician and Area Superintendent.
- Bid Form (Section 200) must be complete and have an original signature (preferably signed in blue ink).
- Every page that has anything handwritten on it must be imprinted with the company's name on the top right-hand corner of the page.
- Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.
- Erasures, as well as descriptive literature, brochures and/or data must be Initialed by the person signing the bid.
- Enclose **One (Original) Bid Package**, and **Two (2) copies** of the bid package, as well as two (2) sets of any descriptive literature, brochures and/or supporting data. Bidders are advised to make and retain a separate copy of this bid package for your files.
- Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If using Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.
- If you desire a copy of the bid tabulation, include a **self-addressed, stamped envelope** for bid tabulation to be mailed back to you

____ PLEASE INITIAL AND RETURN WITH BID FORM

**BOARD OF COUNTY
COMMISSIONERS**



**PURCHASING
DEPARTMENT**

ADDENDUM No. 2

Bid No. 25-089

Signal Maintenance and Master Construction Contract

September 30, 2025

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Questions/Answers:

Q1: In the Bidders Qualification Statement, Item 3 mentions "St. Lucie County Certificate of Competency." As an FDOT qualified contractor, would the County please consider waiving the requirement for a St. Lucie County Certificate of Competency?

Answer: YES

Q2: We have identified an error on the pricing sheet of the bid forms. Rows 1 through 4 are fine, but rows 5 and 6 are only for after hours. Would the County please change row 5 to "Technician – Daytime Weekdays" and row 6 to "Technician – Overnight Weekdays"?

Answer: Bid Form has been revised to correct errors.

ATTACHMENT:

Revised Bid Form

Please sign and include in submittal.

Name of Firm: _____

Signature: _____

Date: _____

BID NO. 25-089
Signal Maintenance & Master Construction Contract

I, _____ REPRESENTING _____ Company and/or Corporation, agree to provide **Signal Maintenance & Master Construction Contract**, as specified and described herein for the unit prices submitted on the Bid Form.

HOURLY RATES		
Traffic Signal Tech, IMSA III - Daytime Weekdays (8am – 5pm)	Hourly	\$
Traffic Signal Tech, IMSA III - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Traffic Signal Tech, IMSA II - Daytime Weekdays (8am – 5pm)	Hourly	\$
Traffic Signal Tech, IMSA II - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Technician – Daytime Weekdays (8am – 5pm), Weekends, and Holidays	Hourly	\$
Technician - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Project Manager / Supervisor	Hourly	\$
Bucket Truck	Hourly	\$
Pickup Truck	Hourly	\$
	Total	\$

Actual Cost (including shipping and tax) Plus	%
---	---

Company Name _____

Contact Person _____

City, State, Zip Code _____

Business Phone Number _____

E-Mail Address _____

Fax Number _____

Cell Phone Number _____

(MUST BE SUBMITTED WITH BID FORM)

EXHIBIT "B"

SCOPE OF WORK

The VENDOR shall provide a Level II or Level III Signal Technician with the ability to answer after-hours calls if necessary

Emergency Work

1. The VENDOR shall be paid two hours token pay per 24-hour period and three-hour token pay for City holidays. This is paid whether the VENDOR is or is not called out. This token pay will be based upon the Signal Technician assigned being a level II or level III regular hourly rate of pay. Except as provided below if the VENDOR is called out, they will be paid a minimum of 2 hours per 24-hour period provided the time worked. This 2-hour minimum payment will apply only to the first call-out, and the actual time worked will be paid for subsequent call outs in the same 24-hour period.
2. The VENDOR is authorized to perform up to \$1500.00 or as amended by the Project Manager in writing of work without prior authorization.

Non-Emergency Work

1. VENDOR shall perform non-emergency calls within 1 business day.

Emergency Standby

From time to time the CITY will require the VENDOR to have a higher state of readiness. Typically, this will be both preparation and afterwards for a hurricane but could be any other type of disaster. The CITY shall pay the VENDOR to have staff on Emergency Standby. The personnel and equipment shall be documented prior to the event. Personnel placed on Emergency standby shall be compensated at 2 hours token pay per 24-hour period until stood down or activated.

Work & Payments

1. Specific Authorizations
 - a. All work shall be defined/negotiated by a **Specific Authorization**. A Specific Authorization shall serve as your notice to proceed. A Specific Authorization with a mutually agreed start date and duration shall control all work. Contract work that exceeds \$100,000 shall have a performance bond. The CITY shall pay the actual cost for the surety bond with no markup or personnel time. Failure to complete the PROJECT on time shall result in liquidated damages in accordance with the current FDOT Standards.
 - b. The VENDOR shall make every effort to stay on schedule. A rain day, upon request, shall be granted for each day rain exceeds 1" and an additional day for each additional 1" of rain. Rainfall will be determined by the nearest South Florida Water Management District gauges at www.sfwmd.gov/weatherradar/rainfall-historical/daily. Time extensions may be granted for extenuating circumstances, at the sole discretion of the CITY.

- c. The quantities in this contract may be increased or decreased at the sole discretion of the CITY; there is no minimum quantity

2. Invoice

a. VENDOR shall invoice CITY monthly for services performed. Services performed shall be designated as either "Routine" or "Accident" and shall be invoiced accordingly.

- i. Routine (Break/Fix), emergency and non-emergency services will be invoiced monthly. All Routine service will be invoiced together.
- ii. Accidents, emergency and non-emergency services will be invoiced separately for each accident upon completion of the work.

b. All materials that are not supplied by the CITY, used in the Execution of VENDOR'S rendering of services will be invoiced to the CITY at VENDOR'S full cost-plus

Markup/Discount. Sufficient documentation of materials used will accompany VENDOR'S invoice each month.

c. Provisions

- i. No TRAVEL Time will be paid except for transit between City Traffic Control Devices.
- ii. All subcontracted work shall be paid at cost with no markup. The PROJECT MANAGER shall approve/disapprove, at his/her sole discretion and for any reason, all SUBCONTRACTORS and their scopes of work.
- iii. Equipment will be billed hourly with a four (4) hour minimum with the exception of a Pickup/Van/Service Truck which will be paid hourly with no minimum.
- iv. Technical support provided to the VENDOR by the CITY shall be reduced from the monthly invoice at the rate of \$45.00 per hour and will be reduced from the next monthly invoice.

3. The term of this agreement will be three (3) years (from the date of this agreement to November 4, 2028) with an option for two (2) one (1) year renewals, the agreement may be extended upon agreement by both parties. Contract Unit Prices shall remain in effect for three (3) years at the sole discretion of the CITY.



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

Vendor name: Econolite Systems Inc.

Authorized Representative's Name and Title: Frank Stock, Vice President

Address: 1250 N Tustin Avenue


City: Anaheim State: CA Zip Code: 92807

Phone Number: (406) 220 4265 Email Address: fstock@econolite.com

Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

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

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

By:  Frank Stock 4/15/2026
Authorized Signature Printed Name and Title Date

STATE OF _____
COUNTY OF _____

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

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

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

Notary Public Signature: _____ (Seal)

Print Name: _____

My Commission Expires: _____

EXHIBIT "D"

INSURANCE REQUIREMENTS

Commercial General Liability:

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

Business Automobile Liability:

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

Workers' Compensation and Employers Liability:

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

General Conditions

The insurance provided by the Vendor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City shall be excess of and shall not contribute with the insurance provided by the Vendor. Except where prior written approval has been obtained hereunder, the insurance maintained by the Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit the application of a deductible or permit the Vendor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Vendor shall pay on behalf of the City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against the City or the City's officials, officers and employees.

All Insurance policies provided by the Vendor shall be endorsed to provide the City with thirty (30) days' notice of cancellation.

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

Neither approval nor failure to disapprove insurance furnished by the Vendor shall relieve the Vendor

from responsibility to provide insurance as required by this Contract. All Insurance policies provided by the Vendor shall be endorsed to provide the City with thirty (30) days written notice of cancellation.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce

Attn: Purchasing Department

P.O. Box 1480

Fort Pierce, FL 34954-1480

Additional Insured for Commercial General Liability

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



TO: GELENCIA CARTER, MANAGER, FINANCE DEPARTMENT, PURCHASING DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY **FH**

THROUGH: SARA HEDGES, CITY ATTORNEY **SH**

RE: PIGGYBACK - SLC CONTRACT FOR SIGNAL MAINTENANCE AND MASTER CONSTRUCTION

CAO RLS FILE: 26-109

DATE: APRIL 3, 2026

I have reviewed the above Request for Legal Services (RLS) related to the Piggyback Contract with Econolite Systems, Inc. for signal maintenance and construction. A redlined and clean copy of the Piggyback Contract are uploaded. The clean copy is approved as to form and correctness.

Please be aware that under "Work and Payments" in Exhibit B, the Scope of Work, the "work document" is a construct of the County. I believe the City's equivalent of a work document would be a Specific Authorization. I edited the language of this subsection to reflect that a Specific Authorization would be the vehicle to request work be done. Based on emails with the Engineering Department, I have also attached a Specific Authorization for Engineering to present with this Piggyback Contract to authorize their anticipated expenditure through the year. A new Specific Authorization will need to be completed the next fiscal year for next year's expenditures, and so forth until the contract expires. The Specific Authorization can be placed on the same City Commission Agenda as the piggyback contract, but Specific Authorization will need to be an item after the Piggyback Contract has been approved.

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

Thank you.

City Commission Day Meeting 9:00 AM

9. C.

Meeting Date: 05/11/2026

Re: Request Approval of Econolite Systems, Inc. Specific Authorization No. 1 for Traffic Signal Maintenance, Ref. Piggyback Contract C25-11-1055

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Specific Authorization No. 1 with Econolite Systems, Inc. for traffic signal maintenance in the annual amount of \$175,000.00.

SUMMARY:

The City of Fort Pierce Traffic Division maintains over sixty signalized intersections throughout the City with a single traffic technician. The traffic division is not staffed or equipped to maintain the system internally without supplemental resources. Econolite Systems, Inc. recently opened a traffic maintenance division and has been providing those services to assist the City in maintaining the traffic control operations. In addition to maintaining the traffic signals, they also provide support and equipment to replace signage, pedestrian signals, and technical support of the traffic operation systems. They play a critical role in the required maintenance and operation of the traffic control systems throughout the City

RECOMMENDATION:

Approval of Specific Authorization No.1

ALTERNATIVES:

Deny the request.

RESPONSIBLE STAFF:

Mark Zrallack

COORDINATED WITH:

Econolite Systems, Inc.

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2026
Account: 0014400-534900
Amount: \$175,000.00

OTHER INFORMATION:

The \$175,000.00 shall be encumbered by the General Fund Engineering Contractual Services, Account No. 0014400-534900.

Attachments

Specific Authorization No.1
RLS Memo

SPECIFIC AUTHORIZATION NO. 1

Piggyback Contract – Econolite Systems, Inc.

For Fiscal Year 2025-2026

SCOPE OF SERVICES

Pursuant to the piggyback contract (hereinafter referred to as “AGREEMENT”) between the **City of Fort Pierce** (hereinafter referred to as “CITY”) and **Econolite Systems, Inc.** (hereinafter referred to as “VENDOR”) dated the ____ day of April 2026, CITY authorizes the VENDOR to provide services as detailed herein.

The CITY desires Level II or Level III Signal Technicians with the ability to answer after-hours calls to service traffic signals within the City.

Section 1 - Scope of Work and Schedule of Services

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

VENDOR will provide Level II or Level III Signal Technicians as needed by the CITY, which is more particularly described in Exhibit “A,” the Scope of Work contained within the Agreement, and attached hereto and incorporated by reference herein.

Section 2 - Deliverables

VENDOR shall provide the following deliverables to the CITY:

Level II or Level III Signal Technicians as needed by the CITY, which is more particularly described in Exhibit “A,” the Scope of Work contained within the Agreement, and attached hereto and incorporated by reference herein.

Section 3 - Method and Amount of Compensation

CITY will compensate VENDOR for services under this AUTHORIZATION in accordance with the payment schedule and method as set forth in the Agreement.

The budget for the services for the fiscal year of 2025 through 2026 is not to exceed \$175,000.

Section 4 - CITY's Responsibilities

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

Section 5 - Other Provisions

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

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

CITY OF FORT PIERCE, FLORIDA:

By: _____
Linda Hudson, Mayor

Date: _____

ECONOLITE SYSTEMS, INC.

By: *[Signature]*
Vice President

Date: 9/15/2026

APPROVED AS TO FORM & CORRECTNESS:

By: _____
Sara Hedges, City Attorney

Date: _____

EXHIBIT A – SCOPE OF WORK

The VENDOR shall provide a Level II or Level III Signal Technician with the ability to answer after-hours calls if necessary

Emergency Work

1. The VENDOR shall be paid two hours token pay per 24-hour period and three-hour token pay for City holidays. This is paid whether the VENDOR is or is not called out. This token pay will be based upon the Signal Technician assigned being a level II or level III regular hourly rate of pay. Except as provided below if the VENDOR is called out, they will be paid a minimum of 2 hours per 24-hour period provided the time worked. This 2-hour minimum payment will apply only to the first call-out, and the actual time worked will be paid for subsequent call outs in the same 24-hour period.
2. The VENDOR is authorized to perform up to \$1500.00 or as amended by the Project Manager in writing of work without prior authorization.

Non-Emergency Work

1. VENDOR shall perform non-emergency calls within 1 business day.

Emergency Standby

From time to time the CITY will require the VENDOR to have a higher state of readiness. Typically, this will be both preparation and afterwards for a hurricane but could be any other type of disaster. The CITY shall pay the VENDOR to have staff on Emergency Standby. The personnel and equipment shall be documented prior to the event. Personnel placed on Emergency standby shall be compensated at 2 hours token pay per 24-hour period until stood down or activated.

Work & Payments

1. Specific Authorizations
 - a. All work shall be defined/negotiated by a **Specific Authorization**. A Specific Authorization shall serve as your notice to proceed. A Specific Authorization with a mutually agreed start date and duration shall control all work. Contract work that exceeds \$100,000 shall have a performance bond. The CITY shall pay the actual cost for the surety bond with no markup or personnel time. Failure to complete the PROJECT on time shall result in liquidated damages in accordance with the current FDOT Standards.
 - b. The VENDOR shall make every effort to stay on schedule. A rain day, upon request, shall be granted for each day rain exceeds 1" and an

additional day for each additional 1" of rain. Rainfall will be determined by the nearest South Florida Water Management District gauges at www.sfwmd.gov/weatherradar/rainfall-historical/daily. Time extensions may be granted for extenuating circumstances, at the sole discretion of the CITY.

- c. The quantities in this contract may be increased or decreased at the sole discretion of the CITY; there is no minimum quantity

2. Invoice

a. VENDOR shall invoice CITY monthly for services performed. Services performed shall be designated as either "Routine" or "Accident" and shall be invoiced accordingly.

- i. Routine (Break/Fix), emergency and non-emergency services will be invoiced monthly. All Routine service will be invoiced together.
- ii. Accidents, emergency and non-emergency services will be invoiced separately for each accident upon completion of the work.

b. All materials that are not supplied by the CITY, used in the Execution of VENDOR'S rendering of services will be invoiced to the CITY at VENDOR'S full cost-plus

Markup/Discount. Sufficient documentation of materials used will accompany VENDOR'S invoice each month.

c. Provisions

- i. No TRAVEL Time will be paid except for transit between City Traffic Control Devices.
- ii. All subcontracted work shall be paid at cost with no markup. The PROJECT MANAGER shall approve/disapprove, at his/her sole discretion and for any reason, all SUBCONTRACTORS and their scopes of work.
- iii. Equipment will be billed hourly with a four (4) hour minimum with the exception of a Pickup/Van/Service Truck which will be paid hourly with no minimum.
- iv. Technical support provided to the VENDOR by the CITY shall be reduced from the monthly invoice at the rate of \$45.00 per hour and will be reduced from the next monthly invoice.

3. The term of this agreement will be three (3) years (from the date of this agreement to November 4, 2028) with an option for two (2) one (1) year renewals, the agreement may be extended upon agreement by both parties. Contract Unit Prices shall remain in effect for three (3) years at the sole discretion of the CITY.



TO: GELENCIA CARTER, MANAGER, FINANCE DEPARTMENT, PURCHASING DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY **FH**

THROUGH: SARA HEDGES, CITY ATTORNEY **SH**

RE: PIGGYBACK - SLC CONTRACT FOR SIGNAL MAINTENANCE AND MASTER CONSTRUCTION

CAO RLS FILE: 26-109

DATE: APRIL 3, 2026

I have reviewed the above Request for Legal Services (RLS) related to the Piggyback Contract with Econolite Systems, Inc. for signal maintenance and construction. A redlined and clean copy of the Piggyback Contract are uploaded. The clean copy is approved as to form and correctness.

Please be aware that under "Work and Payments" in Exhibit B, the Scope of Work, the "work document" is a construct of the County. I believe the City's equivalent of a work document would be a Specific Authorization. I edited the language of this subsection to reflect that a Specific Authorization would be the vehicle to request work be done. Based on emails with the Engineering Department, I have also attached a Specific Authorization for Engineering to present with this Piggyback Contract to authorize their anticipated expenditure through the year. A new Specific Authorization will need to be completed the next fiscal year for next year's expenditures, and so forth until the contract expires. The Specific Authorization can be placed on the same City Commission Agenda as the piggyback contract, but Specific Authorization will need to be an item after the Piggyback Contract has been approved.

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

Thank you.

City Commission Day Meeting 9:00 AM

9. D.

Meeting Date: 05/11/2026

Re: Request Approval of Kimley-Horn & Associates, Inc. Specific Authorization No. 3 for the Redesign of Veterans Memorial Park

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Kimley-Horn and Associates, Inc. Specific Authorization No. 3 (RFQ No. 2025-022) for the Redesign of Veterans Memorial Park in the amount not to exceed \$33,765.00.

SUMMARY:

The City is interested in renovating the existing Veterans Memorial located adjacent to Indian River Drive within Veterans Memorial Park. The proposed Veterans Memorial will be redesigned to accommodate the proposed Indian River Drive roadway and pedestrian improvements to allow for complete access to the various memorials within the park.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny the request.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2026
Account: 108-1111-519-000-000
Amount: \$33,765.00

OTHER INFORMATION:

The project will be funded through the Park Impact Fees fund Account No. 108-1111-519-000-0000-563200.

Attachments

RLS Memo
SA No. 3



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

TO: MARK ZRALLACK, CITY ENGINEER , ENGINEERING

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY **FH**

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: APPROVAL OF KIMLEY-HORN AND ASSOCIATES, INC. SA No. 3 - REF. RFQ 2025-022

CAO RLS FILE: 25-380

DATE: NOVEMBER 24, 2025

I have reviewed the above Request for Legal Services related to Specific Authorization (SA) No. 3 for Kimley Horn and Associates, referencing RFQ 2025-022. I have made proposed changes to the SA. A redlined copy is attached with proposed changes, as well as a clean copy with those changes accepted. The clean copy is approved as to form and correctness.

Please note that the SA will need to be signed by the Mayor once presented to and passed by the Commission. (Purchasing policies allow for the City Manager to sign for contracts not exceeding \$50K with a maximum one year term, and this continuing services contract with Kimley Horn is over one year in length.)

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

Thank you.

**SPECIFIC AUTHORIZATION NO. 3
VETERANS MEMORIAL PARK –
KOREAN WAR MEMORIAL IMPROVEMENTS
PROFESSIONAL ENGINEERING SERVICES**

REF. RFQ No. 2025-022

SCOPE OF SERVICES

Pursuant to the “Continuing Contract for RFQ No. 2025-022 – Professional Engineering Services” between the **City of Fort Pierce** (hereinafter referred to as “CITY”) and **Kimley-Horn and Associates, Inc.** (hereinafter referred to as “ENGINEER”) dated the ____ day of _____ 2025, (hereinafter collectively referred to as the “AGREEMENT”), CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional engineering services related to the Korean War Memorial located within Veterans Memorial Park at 600 North Indian River Drive, hereinafter referred to as the “PROJECT”.

Section 1 - Scope of Work and Schedule of Services

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

Professional engineering services are required for the preparation of engineering plans to design the layout of the grounds at Veterans Memorial Park in order to provide better accessibility to the Korean War Memorial. The proposed services and scope of work are more particularly described in Exhibit “A”, which is attached hereto and incorporated by reference herein.

Section 2 - Deliverables

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

Preliminary Construction Documents	1 Month from NTP
Final Construction Documents	2 Months from NTP
Bid and Specification Package	3 Months from NTP

Section 3 - Method and Amount of Compensation

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

The budget (or fee) for the services is not to exceed \$33,765.00.

Section 4 - CITY's Responsibilities

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

Section 5 - Other Provisions

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


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

CITY OF FORT PIERCE, FLORIDA:

By: _____
Linda Hudson, Mayor

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____
Brian Good, PE, Senior Vice President

Date: 05/05/2026

APPROVED AS TO FORM & CORRECTNESS:

By: _____
Sara Hedges, City Attorney

Date: _____

EXHIBIT "A"

DETAILED DESCRIPTION OF THE PROJECT **AND** **ENGINEER SCOPE OF SERVICES**

The City desires to renovate the existing Veterans Memorial located adjacent to Indian River Drive within Veterans Memorial Park. The proposed Veterans Memorial will be redesigned to accommodate the proposed Indian River Drive roadway and pedestrian improvements.

DESCRIPTION OF TASK DELIVERABLES:

The ENGINEER agrees to perform professional roadway design and related services in connection with the project as required and set forth in the following:

A. General:

1. The ENGINEER will endeavor not to duplicate any previous work done on the project. After issuance of written authorization to proceed, the ENGINEER shall consult with the CITY to clarify and define the requirements for the project and review available data.
2. The ENGINEER will attend conferences with the CITY and its representatives upon reasonable request.
3. In order to accomplish the work described under this Task Order in the time frames and conditions set forth, the ENGINEER will observe the following requirements:
 - a. The ENGINEER will complete his work on the project within the time allowed by maintaining an adequate staff of registered engineers, draftsmen, and other employees on the work.
 - b. The ENGINEER will design the project in such a manner as to be in reasonable conformance with applicable federal, state and local laws, and shall comply with the Florida Department of Transportation's Plans Preparation Manual Design Criteria, latest edition.
 - c. The ENGINEER will prepare all necessary sketches and completed application forms to accompany the CITY's applications for required federal, state, or local permits.
 - d. The ENGINEER will cooperate with the CITY in order that all phases of the work may be properly scheduled and coordinated.
 - e. The ENGINEER will send a complete preliminary set of construction plans to any city, county, state, regional or federal regulatory agency from which a permit or

other approval is required prior to final approval of the design by the City Engineer, and will coordinate the project design with all applicable agencies.

4. Compensation to the ENGINEER for basic services shall be in accordance with Section IV – Compensation, of this Agreement, as mutually agreed upon by the ENGINEER and CITY.

B. Veteran Memorial Plans:

The landscape architect will develop two (2) alternative concept plans for the City to review. The concept plans will contain preliminary cross sections and illustrations necessary to support the developed renovation concepts. The landscape architect will develop proposed hardscape and plant palette boards to identify contemplated materials identified to be utilized.

Following submittal of the alternative concept plans, the landscape architect will meet with the City to present and discuss the developed plans. Based upon input received from the City, the landscape architect will develop final construction documents necessary to support the proposed improvements. The construction documents will contain the following:

- Grading and Drainage Plans
- Hardscape Plans
- Layout Plans
- Landscape Plans
- Irrigation Plans
- Special Details

As it is contemplated that the proposed improvements will be constructed prior to the completion of the proposed Indian River Drive improvements, each of the construction documents will be developed to indicate Phase I (prior to Indian River Drive Improvements) and Phase II (following Indian River Drive Improvements).

TIME OF PERFORMANCE:

Preliminary Construction Documents	1 months from NTP
Final Construction Documents	2 months from NTP
Bid and Specification Package	3 months from NTP

EXHIBIT “B”

COMPENSATION

The CITY agrees to pay and the ENGINEER agrees to accept for services rendered pursuant to fees in accordance with the following:

- A. Professional Services Fee: The basic compensation mutually agreed upon by the ENGINEER and the CITY follows:

Lump Sum Tasks

<u>Task Description</u> Veterans	<u>Fee</u>
Memorial Plans	\$ <u>33,765</u>
<u>Grand Total</u>	<u>\$ 33,765</u>

Compensation will be computed at the hourly rates of:

Principal	\$315.00
Senior Professional	\$270.00
Registered Professional	\$210.00
Professional 2	\$160.00
Professional 1	\$140.00
Designer	\$185.00
Senior Support Staff	\$100.00
Support Staff	\$100.00

City Commission Day Meeting 9:00 AM

9. E.

Meeting Date: 05/11/2026

Re: GrayRobinson, PA Purchase Order #260270 Increase

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Approval of expenditure to increase to GrayRobinson, PA Purchase Order #260270 for outside legal services to \$100,000.

SUMMARY:

Increase of Purchase Order #260270 for GrayRobinson, PA related to outside legal services to mainly serve the Pierce 1 Marina litigation to a total amount of \$100,000. This Purchase Order has line items for the City Attorney's Office and the FPRA, who split the cost of litigation.

RECOMMENDATION:

Will proceed as directed.

ALTERNATIVES:

Will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Karen Logue, Chief Accountant

Fiscal Impact

OTHER INFORMATION:

Per Ms. Logue, this PO increase is needed to cover current and anticipated future costs to GrayRobinson.

City Commission Day Meeting 9:00 AM

9. F.

Meeting Date: 05/11/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval for Commissioner Curtis Johnson to attend the Florida League of Cities 2026 Leadership Class in Orlando, Florida from May 14 to May 15, 2026 at a cost of \$627.45.

SUMMARY:

The Florida League of Cities is a nonpartisan organization that advocates on behalf of Florida's cities and supports local leaders through specialized events, training, and resources. Guided by the principle of local voices making local choices, the organization highlights the vital role citizens and city leaders play in shaping Florida's cities. As the government closest to the people, Florida's cities are best positioned to address the unique needs of their communities.

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Travel Packet

REGISTRATION INFORMATION
 FLC May 14-15, 2026
 Leadership Class

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
 Courtyard by Marriott
 Orlando Downtown
 730 North Magnolia Avenue
 Orlando, FL, 32803

1. TRAVELER'S NAME: Curtis Johnson
 2. DEPARTURE DATE: May 14, 2026
 3. RETURN DATE: May 15, 2026
 4. DESTINATION: Orlando, FL
 5. CODE CHARGE: 0011000-54030
 6. AMT BUDGETED: 18,918.00

DEPARTMENT: City Commission
 DEPARTURE TIME: 4:00:00 PM
 RETURN TIME: 6:00:00 PM
 PURPOSE: FLC 2026 Leadership Class

7. BALANCE AVAILABLE: **\$7,806.25**

Expenses must comply with City Code of Ord 1-158.
 Per Diem Allowance \$50.00 or \$12.50 per quarter day.
 Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		275.00		
* HOTEL BILL: Confirmation #		139.00		
BAGGAGE ALLOWANCE (\$5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.725 242			175.45	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			33.00	
* MISC. EXPENSES				
MEALS				
BREAKFAST @ \$8.00			0.00	
LUNCH @ \$8.00			0.00	
DINNER @ \$20.00			0.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			0.00	
15% GRATUITIES			0.00	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
 LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
 DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

TOTALS	0.00	414.00	213.45	
---------------	------	--------	--------	--

ADVANCE CASH RECEIVED: _____
 REFUND DUE CITY: _____
 REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Linda Cox
 DEPARTMENT SUPERVISOR
[Signature]
 CITY MANAGER
 (220 WITH CITY MANAGER
 SIGNATURE ACCEPTED)

4/22/2026

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:



Calculate toll costs for any routes across North America, Western Europe and these countries

For 2-axle passenger vehicles only. For additional vehicle sizes visit <https://trucks.tollsmart.com>.

Summary

Distance: **121 mi**

Duration: **1 hours 49 mins**

Toll Cost (Cash) USA: **\$6.50**

Toll Cost (Transponder) **\$4.32**

USA:

<http://maps.google.com?>

[saddr=100+N+US+Hwy+1,+Fort+Pierce,+FL,+USA&daddr=135+East+Colonial+Drive,+Orlando,+FL,+USA&dirflg=c](http://maps.google.com?saddr=100+N+US+Hwy+1,+Fort+Pierce,+FL,+USA&daddr=135+East+Colonial+Drive,+Orlando,+FL,+USA&dirflg=c)

Details



SR 528 (Beachline Expressway)

Unregistered Video: \$1.82 Vehicle Class 2-axle vehicle or a motorcycle



SR 528 (Beachline Expressway)

Unregistered Video: \$2.12 Vehicle Class 2-axle vehicle or a motorcycle



SR 417 (Central Florida GreeneWay)

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a (SunPass, SunPass PRO, NC Quick Pass, E-PASS, LeeWay, Peach Pass, E-ZPass® (from any state), RiverLink, I-PASS or BC-PASS) Transponder/Pass: \$1.00 No Pass (one-time entry fee): \$2.00 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail. Additional service charges may apply. Vehicle Class 2-axle vehicle or a motorcycle

FLC Leadership May 2026 Registration Confirmation for Curtis Johnson, Jr. (42047)

From memberservices@flcities.com <memberservices@flcities.com>

Date Mon 4/13/2026 12:35 PM

To Fp Assistant <fpassistant@cityoffortpierce.com>

Cc cdangro@flcities.com <cdangro@flcities.com>

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

FLC Leadership May 2026

135 E. Colonial Drive

Orlando, FL 32801

May 14-16, 2026

Thank you for registering for FLC Leadership May 2026. We look forward to your attendance. Please do not hesitate to contact us if you have any questions prior to the event. **This message is confirmation of your registration. If you paid by credit card, payment information will be detailed below.**

Contact Information:

Christen Jones Dangro
Member Training Specialist
(407) 367-3443
cdangro@flcities.com

Notes:

***The information below will be used to print your badge for the event. If you need to make changes, please email the individual in the "Contact Information" section above.*

Registrant Information:

Registration Date 4/13/2026

Name Curtis Johnson, Jr.

Nickname Curtis

Title Commissioner

Affiliation Fort Pierce

E-mail FPAssistant@cityoffortpierce.com

Registration Details

You are registered for the following:

FLC Leadership May 2026

135 E. Colonial Drive

Orlando, FL 32801

May 14-16, 2026

Options:

You are registered for the following:

- Registration Fee (\$275.00)

Payment Receipt

Order Number: 176680

Registration Date: 4/13/2026

Payment Method: FLC Visa *****2499

Total charges: 275.00

Total payments: 275.00

Balance due: 0.00

This is an automated e-mail. Please do not reply to this message.

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AGENDA -

Thursday - May 14, 2026

6:00 p.m.- 7:00 p.m. **Reception**

Friday - May 15, 2026

8:00 a.m. - 9:00 a.m. **Registration/Breakfast**

9:00 a.m. - 9:40 a.m. **Welcome/Introductions**

9:40 a.m. - 10:30 a.m. **Keynote Speaker**

10:45 a.m. - 12:00 p.m. **Panel**

12:00 p.m. - 1:00 p.m. **Lunch**

1:00 p.m. - 2:00 p.m. **Workshop**

2:00 p.m. - 2:45 p.m. **Interactive Session**

3:00 p.m. - 3:45 p.m. **Workshop**

3:45 p.m. - 4:00 p.m. **Closing Reflection**

When 5/14/2026 6:00 PM -
5/16/2026 5:00 PM
Eastern Daylight Time

Where 135 E. Colonial Drive
Orlando, FL 32801

STAY DATES

Thu, May 14, 2026 - Fri, May 15, 2026

TOTAL STAY
156.38 USD

🕒 Room(s) held for 0:20



Get a \$250 eGiftCard + Earn up to 100,000 Points

Use it on an upcoming stay + earn up to \$100 in airline credits.

Simply present eGiftCard at a Marriott Bonvoy property to redeem.

Total Stay: 156.38 USD
eGiftCard: -250.00 USD
Total After eGiftCard: -93.62 USD

Apply Now >

Complete Your Booking

Need an accessible room? Scroll down to see options.

[Sign in for Faster Booking](#)

Guest Information All fields are required unless otherwise stated.

First Name Last Name

Email Address Member Number Optional

Note: To be credited for this stay, the name on your Marriott Bonvoy account must match the guest name.

Mobile Phone (+1) USA

By providing your phone number, you agree that we may contact you via SMS regarding your stay and other important updates. [See Terms](#)

Country/Region USA



Guest room, 1 King, Sofa bed

[Room Details](#)

Thu, May 14, 2026 - Fri, May 15, 2026

1 Room, 1 Adult

[FL LEADERSHIP ACADEM](#)

[← Edit Stay Details](#)

Summary of Charges

156.38
USD Subtotal

Courtyard by Marriott Orlando Downtown

730 North Magnolia Avenue, Orlando, Florida 32803 USA +14079961000 ★ 4.6 (1363 reviews)

TOTAL STAY



Summary of Charges

1 room for 1 night(s) Thu, May 14, 2026	139.00 USD
Total Cash Rate	139.00 USD
Estimated Government Taxes and Fees	17.38 USD
Total for Stay	156.38 USD

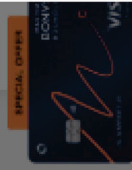
Additional Charges

On-site parking, fee: 20.00 USD daily
Changes to taxes or fees implemented after booking will affect the total room price

COURTYARD
BY MARRIOTT

STAY DATES

Thu, May



Comi

City Commission Day Meeting 9:00 AM

9. G.

Meeting Date: 05/11/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval for City Clerk Linda Cox to attend the Florida Records Management Association 2026 Annual Conference in Daytona Beach, Florida from May 19 to May 22, 2026 at a cost of \$1,276.68.

SUMMARY:

The Florida Records Management Association promotes cooperation and the exchange of information among individuals and agencies interested in Florida government records and information management to provide a forum for the discussion of matters of common concern. FRMA fosters and promotes a better public understanding of the functions and purpose of Florida government records and information management.

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Travel Packet

1. TRAVELER'S NAME: Linda Cox
 2. DEPARTURE DATE: May 19, 2026
 3. RETURN DATE: May 22, 2026
 4. DESTINATION: Daytona Beach, FL
 5. CODE CHARGE: 0011600-540200
 6. AMT BUDGETED: 12,000.00

DEPARTMENT: City Clerk
 DEPARTURE TIME: 8:00 AM
 RETURN TIME: 4:15 PM
 PURPOSE: FRMA 2026 Annual Conference

7. BALANCE AVAILABLE: **\$8,734.66**

Expenses must comply with City Code of Ord 1-158.
 Per Diem Allowance \$50.00 or \$12.50 per quarter day.
 Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:	375.00			
* HOTEL BILL: Confirmation #	577.46			
BAGGAGE ALLOWANCE (\$5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.725 284			205.90	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES	45.00			
* MISC. EXPENSES				
MEALS				
BREAKFAST @ \$8.00			0.00	
2 LUNCH @ \$8.00			16.00	
2 DINNER @ \$20.00			40.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			3.92	
15% GRATUITIES			8.40	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
 LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
 DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

TOTALS 997.46 0.00 279.22

ADVANCE CASH RECEIVED: _____
 REFUND DUE CITY: _____
 REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: *Linda W. Cox*
 DEPARTMENT SUPERVISOR
[Signature]
 CITY MANAGER
 (220 WITH CITY MANAGER
 SIGNATURE ACCEPTED) 2/4/2026

EXPENSES ARE ALSO INCLUDED
 FOR THE FOLLOWING PERSONS:



Calculate toll costs for any routes across North America, Western Europe and these countries

For 2-axle passenger vehicles only. For additional vehicle sizes visit <https://trucks.tollsmart.com>.

Summary

Distance: **142 mi**
Duration: **2 hours 12 mins**
Toll Costs: **Free**

<http://maps.google.com?saddr=100+N+US+Hwy+1,+Fort+Pierce,+FL,+USA&daddr=100+North+Atlantic+Avenue,+Daytona+Beach,+FL,+U>

Details



<https://itunes.apple.com/us/app/tolls-calculator-usa/id909952082?mt=8>



<https://play.google.com/store/apps/details?id=com.tollsmart.leonidiogansen.tolls>

Quick Links

[About Us](#)

[Classified Job Listing](#)

[Calendar of Events](#)

[Blog](#)

2025 Sponsors



REGISTER FOR 2026 ANNUAL CONFERENCE ON MAY 19, 2026 TO MAY 22, 2026



***First Name**

Linda

***Last Name**

Cox

*** Agency**

Fort Pierce City Clerk

*** Address**

100 N US HWY 1

*** City**

Fort Pierce

*** State**

FL ▾

*** Zip Code**

34950

*** Phone**

772-467-3052

***Email**

lcox@cityoffortpierce.com

Are you a current FRMA member? (Y/N)

Y

CANCEL

CONTINUE

AVAILABLE TICKETS

FULL CONFERENCE (\$375/each)

1 **ADD**

DIAMOND SPONSORSHIP (\$3500/each)

1 **ADD**

PLATINUM SPONSORSHIP (\$2500/each)

1 **ADD**

GOLD SPONSORSHIP (\$1700/each)

1 **ADD**

SILVER SPONSORSHIP (\$1200/each)

1 **ADD**

ADDED TICKETS AND PRODUCTS

 Delete

Comments: Y



<input type="checkbox"/>	Item	QTY	Price	Total
<input type="checkbox"/>	FULL CONFERENCE <i>Guest ticket</i>			
<input type="checkbox"/>	Guest: Linda Cox Fort Pierce City Clerk lcox@cityoffortpierce.com	1	\$375.00	\$375.00

Subtotal: \$375.00

Total Registrations: 1

Order Total:

\$375.00

Tuesday, May 19		Wednesday, May 20		Thursday, May 21		Friday, May 22	
 <p>DAYTONA BEACH SHOW YOUR BADGE</p> <p>Scan QR code to access deals at restaurants, retail and attractions.</p>		7:00 AM - 8:00 AM Full Breakfast Provided North Tower, Coquina F/G/H		7:00 AM - 8:00 AM Full Breakfast Provided North Tower, Coquina F/G/H		7:00 AM - 8:00 AM Full Breakfast Provided North Tower, Coquina F/G/H	
		7:30 AM - 12:00 PM Registration Desk Open North Tower, Coquina Lobby		7:30 AM - 10:30 AM Registration Desk Open North Tower, Coquina Lobby		Vendors: Please complete breakdown no later than 12:00pm	
		8:00 AM - 8:40 AM		8:00 AM - 10:00 AM (2 hrs.)		8:00 AM - 9:15 AM (1.25 hrs.)	
		OPENING CEREMONY: WELCOME & VENDOR INTRODUCTIONS Coquina A/B/C/D/E		LEGISLATIVE UPDATES Pat Gleason Special Counsel for Open Government Office of the Attorney General State of Florida Coquina A/B/C/D/E		AI'S ROLE IN MODERN RECORDS MANAGEMENT Vestina Crayton Coquina D/E	
9:30 AM - 3:00 PM Registration Desk Open & Vendor Setup North Tower, Coquina Lobby <i>*Closed for lunch 11:30 AM - 1:00 PM*</i>		8:45 AM - 10:00 AM (1.25 hrs.)		MANAGEMENT: THE STATE OF RECORDS MANAGEMENT IN 2026 A FORWARD-THINKING SESSION FOR RECORDS MANAGEMENT PROFESSIONALS Matt Daugherty Coquina A/B/C/D/E		9:15 AM - 9:30 AM Break Coquina Lobby	
10:30 AM - 11:30 AM		10:00 AM - 10:15 AM Break Coquina Lobby		10:00 AM - 10:15 AM Break Coquina Lobby		9:30 AM - 10:45 AM (1.25 hrs.)	
FCRM EXAM Approved Applicants Only Please arrive 10 minutes early for check-in Coquina A/B/C		WELCOME NEW MEMBERS: YOUR JOURNEY STARTS HERE President George P. Kistner III Coquina D/E		PANEL DISCUSSION Peggy Meinhart Taree Glanville Tim O'Toole Archie Matthews Coquina A/B/C/D/E		THE STATE OF 119 Bobby Block Executive Director First Amendment Foundation Coquina A/B/C/D/E	
11:30 AM - 1:00 PM Lunch On Your Own		10:15 AM - 12:00 PM (1.75 hrs.)		10:15 AM - 12:00 PM (1.75 hrs.)		TBD Coquina D/E	
1:00 PM - 2:30 PM (1.5 hrs.)		SHARPEN YOUR EDGE FROM BORING TO BOLD: THE NEW FACE OF RECORDKEEPING Desiree Templin Coquina D/E		TOPIC TBD William "Bill" Molenaar Coquina A/B/C/D/E		PUBLIC RECORDS LAW Richard "Rick" Courtemanche Deputy General Counsel The Florida Bar Association Coquina A/B/C/D/E	
BASIC OF RECORDS MANAGEMENT PART I Matt Daugherty Coquina A/B/C		2:30 PM - 2:45 PM Break Coquina Lobby		2:45 PM - 3:00 PM Break Coquina Lobby		2:45 PM - 3:00 PM Break Coquina Lobby	
BASIC OF RECORDS MANAGEMENT PART II Matt Daugherty Coquina A/B/C		2:45 PM - 4:30 PM (1.75 hrs.)		3:00 PM - 4:30 PM (1.5 hrs.)		3:00 PM - 4:30 PM (1.5 hrs.)	
BASIC OF RECORDS MANAGEMENT PART II Matt Daugherty Coquina A/B/C		TOPIC TBD Martin County Clerk of Court Carolyn Timmann Coquina A/B/C/D/E		AGENCY SPECIFIC ROUNDTABLES Located in South Tower Meeting Space		We value your feedback! Scan the QR code below to access conference evaluation surveys.	
TBD Coquina D/E		4:40 PM - 5:10 PM (30 min.)		1. BOCC, Property Appraisers, Tax Collectors, Elections, Grand 2/3 Facilitated by: Desiree Templin & Courtney Cooper 2. City Clerks, Grand 4 Facilitated by: 3. Clerks of Court, Grand 1 Facilitated by: 4. Education, Grand 7/8 Facilitated by: 5. Infrastructure & Other, Grand 6 Facilitated by: 6. Law Enforcement, Grand 5 Facilitated by: Richard "Rick" Courtemanche No Vendor Admittance			
FRMA BUSINESS MEETING Members welcome to attend Coquina A/B/C/D/E		CEU's: 3.25 hrs.		CEU's: 5.75 hrs.		CEU's: 2.5 hrs.	
CEU's: 3.25 hrs.		CEU's: 5.75 hrs.		CEU's: 6.5 hrs.		CEU's: 2.5 hrs.	
Full Conference Total CEU's: 18.00							
4:30 PM - 5:30 PM Welcome Reception Coquina Pre-Function		8:00 PM - TBD Hospitality Suite South Tower, Rooms 301-310		6:00 PM - 8:00 PM Dinner Provided Oceanview Room/North Tower Terrace		7:00 PM - TBD Hospitality Open South Tower, Rooms 301-310	



FLORIDA RECORDS MANAGEMENT ASSOCIATION

2026 Annual Conference Important Information

The FRMA Board of Directors looks forward to seeing you soon at the [2026 Conference Webpage](#). Please review the following important information:

LOCATION

- Hilton Daytona Beach Oceanfront Resort, 100 North Atlantic Avenue, Daytona Beach, FL 32118.
- Check in: 4:00 PM. Check out: 11:00 AM.
- Resort phone number: (386) 254-8200.

HILTON PARKING FEES:

- **For overnight guests:** Discounted. Self-parking \$15.00 per night, Valet parking \$20.00 per night (With in/out privileges). Parking charges will post to your room.
- **For day guests:** Discounted. Self-parking \$15.00, Valet parking \$20.00 (No in/out privileges)
 - If valet parking, show your FRMA badge to the valet cashier to receive the discounted FRMA rate.
 - **If self-parking, request discounted rate vouchers for the number of days you will be self-parking when you check in at the conference registration desk.** You will scan the voucher at the payment machine upon exiting the self-parking lot to receive the discounted rate.

HILTON PARKING LOCATIONS:

- Valet parking is available at both the South Tower and North Tower entrances. **Hotel check in is located in the South Tower.** Meeting space is located in the North Tower.
- The self-parking lot is a surface lot across the street, directly behind Hog Heaven BBQ. The address “750 Auditorium Blvd., Daytona, Beach” in Google Maps or Waze will take you to the self-parking lot.

AGENDA AND MAP

- Visit the [2026 Conference webpage](#) for the latest agenda, a Resort and Meeting Space Map, and Session Descriptions & Speaker Bios.

ATTENDANCE CERTIFICATES

- Attendance certificates are now electronic and will be emailed to you after the conference. **Please allow 10 business days after the conference to receive your certificate.**

MEALS AND BREAKS

- Refer to your agenda and map for meal and break locations.
- **You must wear your FRMA badge for entry to sessions and meals, including Wednesday's dinner.**
- If you purchased guest tickets for Wednesday's dinner, you will receive it at registration. Guests must be at least 21 years of age to attend.



FLORIDA RECORDS MANAGEMENT ASSOCIATION

TAX EXEMPTION

- Remember to bring your agency's tax-exempt form, if applicable, and present it to the front desk upon arrival. Per State requirements, the name on the form of payment (check or credit card) must match the organization name on the tax-exempt form or the hotel cannot process your tax exemption.

SAFETY AND COURTESY

- There is plenty of seating in all sessions. If you enter a session late, please locate a vacant seat at one of the tables. **Please do not stand in the back or along the sidewalls of the meeting rooms during sessions. Please do not move chairs to the back or sidewalls of the meeting rooms.** This is distracting to other attendees, as well as a safety hazard, as we must keep aisles clear.
- Please keep all electronic devices on silent and exit the meeting room if you need to take a phone call.

PRIZE DRAWINGS

- Look for "Prize drawing" indicators on the agenda to see which sessions will have drawings. No raffle ticket needed! An electronic prize wheel will be used for raffle drawings. All conference attendees are included in the prize wheel. Win \$50.00 Amazon gift cards, the Special Prize - a \$75.00 Amazon gift card, or the Grand Prize - a \$300 Visa gift card!

SESSION SURVEYS

- We want your feedback! Session surveys will be available on the FRMA website. Find the QR code in the bottom right corner of your agenda for the survey website. Surveys will not appear until the day of the session. The overall conference evaluation survey will become available on the last day of the conference. Surveys will remain accessible for 2 weeks from the session date.

MEETING ROOM TEMPERATURES

- Given our history with meeting room temperatures, we recommend bringing a sweater/jacket in case the room is cold.

DINING

- To view dining options at the resort, visit <https://www.daytonahilton.com/dining>.
- There are also numerous dining options in the Daytona Beach area. Visit the [Daytona Beach Area Convention & Visitors Bureau](#) website for area info.

GRATUITIES

- It's recommended to have some small bills available in case you choose to provide gratuities to any of the following for excellent service:
 - Bartenders at Tuesday's reception and Wednesday's dinner
 - Valet Parking Attendants
 - Bell Staff
 - Room Attendants



FLORIDA RECORDS MANAGEMENT ASSOCIATION

FCRM EXAM

- If you are eligible to sit for the exam, you have already been notified by the FCRM Education Committee. Check in at least 10 minutes early outside of Coquina ABC in the North Tower. (Refer to the meeting space map on the Conference webpage or on the back of the printed agenda for location).
- Exam Rules:
 - Check in with a test proctor outside the testing room to receive your test booklet and answer sheet.
 - Find a seat, leaving at least one seat empty between you and the person next to you.
 - All electronic devices, such as cell phones and laptops, must be on silent and put away.
 - No items or documents are allowed on the workspace at your seat except your test booklet and answer sheet.
 - Ensure your name is on your answer sheet.
 - When you have completed the test, quietly take it to a test proctor to turn it in and exit the testing room.
 - Exam results will be sent via email after the conference.


CEU's FOR CURRENT FCRMS


- Once you have checked in at the registration desk, no further sign-ins are necessary to earn continuing education units (CEU's) for your FCRM certification. If registered for the full conference, you will receive 18.00 CEU's. If you are registered for only 1 or 2 days, you will receive the number of CEU's designated for the days in which you are registered.
- FCRMs must maintain membership to earn CEU's. For questions regarding your membership, contact FRMA's Director of Membership at membership@frma.org.
- For questions regarding the FCRM program, please refer to the [FCRM Program Information Webpage](#).

Your stay

[Edit stay](#)

 Hilton Daytona Beach Oceanfront Resort

 Tue, May 19 – Fri, May 22, 2026 (3 nights)

 1 room for 2 adults

Payment and Guest Details

Step 4 of 4

Total for stay

\$577.46

Total room charge

\$438.30

Total fees

\$75.00

Total taxes

\$64.16

Price in \$USD

[Show price details](#) ▾

 This non-refundable rate requires you to pay up front.

All fields are required unless marked optional.

 **Payment**

Card number

Month

Year

Security code

 **Guest information**

First name



THE SUNRISE CITY
FORT PIERCE
Florida

REQUEST FOR LEAVE OF ABSENCE (220 FORM)

***NOTE TO ALL DEPARTMENT HEADS: ALL REQUESTS FOR LEAVE OF ABSENCE IN A PAY PERIOD SHOULD BE IN YOUR OFFICE NO LATER THAN THE MONDAY FOLLOWING THE END OF THE PAY PERIOD.**

NAME OF EMPLOYEE: Linda Cox	TITLE: City Clerk
DEPARTMENT: City Clerk	DIVISION:
EFFECTIVE DATE: 5/19/2026	TIME: 10:00
TERMINATION DATE: 5/22/2026	TIME: 10:00

TYPE OF LEAVE	TOTAL HOURS	TYPE OF LEAVE	TOTAL HOURS
VACATION WITH PAY (AL)		ADMIN LEAVE WITH PAY	40
SICK LEAVE WITH PAY (SL)		CIVIL LEAVE (COURT DUTY)	
LEAVE WITHOUT PAY (LW)		COMPENSATORY TIME OFF	
INJURY LEAVE (LP)		OTHER (EXPLAIN BELOW)	

COMMENTS:

Linda W. Cox

DATE 2/4/2026

EMPLOYEE SIGNATURE

Linda W. Cox

DATE 2/4/2026

SUPERVISOR SIGNATURE

Linda W. Cox

DATE 2/4/2026

DEPARTMENT HEAD SIGNATURE

[Signature]

DATE 2 / 4 / 2026

CITY MANAGER SIGNATURE

(For travel approval)

City Commission Day Meeting 9:00 AM

9. H.

Meeting Date: 05/11/2026

Re: Collective Bargaining Agreement Wage Reopener with Teamsters (General Employee Unit) October 1, 2024 - September 30, 2026.

Submitted For: Jared Sorensen, Human Resources Manager, Administrative Services

SUBJECT:

Approval of the collective bargaining agreement wage reopener article between the City of Fort Pierce and Teamsters Local Union Number 769 (General Employee Unit) October 1, 2024 - September 30, 2026.

SUMMARY:

The City and the Union began negotiations last year on the wage article reopener. The parties were unable to reach an agreement and the Union declared impasse. The Impasse Hearing was held in the City Commission chambers on March 19, 2026, and resulted in the Commission resolving the wage reopener. The final wage article resolved by City Commission by giving the bargaining unit members the following wage increase: five percent (5%) per hour or an additional \$1.20 per hour, whichever is greater, effective October 1, 2025. In addition, City Commission agreed to increase the pay ranges of positions in the bargaining unit by 5%. Lastly, a grammatical error was corrected under Attachment A, Incentives.

The bargaining unit ratified the wage reopener article on March 27, 2026. It now needs to be ratified by City Commission.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff would restart negotiations with the Union.

RESPONSIBLE STAFF:

Jared Sorensen, Human Resources Manager.

COORDINATED WITH:

Fort Pierce Police Department.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2026

Account: TBD

OTHER INFORMATION:

The amount has been budgeted in the 2026 budget.

Attachments

Attorney Memo

Redline Copy



TO: JARED SORENSEN, HUMAN RESOURCES MANAGER,

FROM: SARA HEDGES, CITY ATTORNEY **SH**

RE: COLLECTIVE BARGAINING AGREEMENT WAGE REOPENER WITH TEAMSTERS (GENERAL EMPLOYEE UNIT) OCTOBER 1, 2024 - SEPTEMBER 30, 2026.

CAO RLS FILE: RLS 26-152

DATE: MAY 5, 2026

I have reviewed the above Request for Legal Services (RLS) related to the First Amendment to the Collective Bargaining Agreement with the Teamsters. I have made suggested changes to the First Amendment as follows:

1. Included factual background related to the Impasse process and decisions in the Recitals.
2. Included an explanation of the scrivener's error that is being corrected in the Recitals.
3. Identified Article 22 (which includes Attachment A as part of Article 22) as Exhibit A.
4. Deleted Section 3 from the First Amendment as it was duplicative to the Attachment A to Article 22 that is replacing the existing document.
5. Moved the signature page onto the second page since there was sufficient room.
6. Changed the date of the First Amendment to be the date listed in the first paragraph on page 1 of the First Amendment. This date should be filled in by the Mayor upon her signature (assuming she is the last signor, as is customary).
7. Labeled Article 22 as Exhibit A.
8. Corrected the cell boxes within Attachment A to Article 22, where appropriate.

I have uploaded the First Amendment in a Track Changes and Clean Copy format. The Clean Copy, with the above suggested changes included, is approved as to legal form and correctness. Please have all signors, except the Mayor, sign the First Amendment prior to presentation to the City Commission.

I have also prepared a Redline of Article 22 for your use in presenting the First Amendment to the City Commission. Please note, I compared the document you provided to the current Agreement. I found multiple places where you had not marked deleted language in the draft, so I included the language you had already deleted as a strike through for the City Commission's ease to see all changes between the Agreement and the First Amendment. Please double check the Redline to ensure I found all changes: additions are underlined, deletions are ~~strike through~~. If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

ARTICLE 22

WAGES

SECTION 22.0

- A. Employees in the designated classification list in Attachment "A", who obtain certificates or licenses beyond those required, as a condition precedent for being employed in the position, will receive an additional percentage of their base salary or hourly wage for each additional certificate or license they obtain and maintain.

The City shall post and make available to the affected employees the incentive percentages, as well as the procedures and details of the incentive programs, as they apply to different departments.

For FY 2024~~5~~-2025~~6~~ the parties agree that the City will increase Teamsters bargaining Unit employees' wages by five percent (5%) per hour or an additional \$1.~~5~~20 per hour, whichever is greater, effective October 1, 2024~~5~~. A bargaining unit employee who has reached the top of his / her pay range shall receive a one-time bonus in lieu of a wage increase, subject to the limitations set forth in section 22.0 (B), below. Additionally, the City will increase the pay ranges of positions in the bargaining unit by 5%.

~~In addition to the five (5) percent increase, eligible employees will receive a compression increase based on longevity in their current position as illustrated in Appendix B.~~

- B. Pay (wage) Increases will only be awarded to employees who were employed and on the payroll on October 1, 2024~~5~~, and are currently working. Retroactive Pay shall only be awarded to unit members currently employed at the time the contract is approved by the CITY and implemented (paid) by payroll.
- C. All employees in the following classifications will receive a two and one-half (2 ½) hour minimum call-out for call backs and court appearances: Police Aides, Crime Scene Investigators, Animal Control Officers, and Evidence Custodians. All other contract Articles will remain in force.
- D. The City Manager can institute selective increases for Bargaining Unit members with the approval of the Union, without having to re-open the Collective Bargaining Unit Agreement.

EMERGENCY PAY

- E. In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies, which are in the City's Personnel Rules and Regulations.

ATTACHMENT A INCENTIVES

Certification Compensation Schedule for all Departments (that have an agreed upon 5% incentive) *

1. First certification compensated at	5% pay increase
2. Second certification compensated at	5% pay increase
3. Third certification compensated at	5% pay increase
4. Fourth certification compensated at	3% pay increase
5. Fifth certification compensated at	3% pay increase
6. Sixth certification compensated at	3% pay increase
7. All additional certifications compensated at	1% pay increase

*Note: Each pay increase is contingent upon the employee's agreement to utilize each acquired certification, in performance of his/her duties as assigned by the Department Head, for a minimum of two calendar years from the date the certification is posted on the State DBPR website (for Building Department) or received by the employee for other Departments. This two-year period will be referred to as the employee retention period, the employee will be responsible to refund the Department for all expenses incurred, i.e.: testing, seminars, continuing education courses, study materials and training classes.

Certifications must be in the skills area provided by the City and a skill that is utilized by the employee in performing his/her essential job functions.

If a certificate was obtained by the individual, prior to employment by the City of Fort Pierce, and the employee was compensated above the minimum pay rate of the classification in which he/she works, an increase shall not be given.

Documentation must be provided within forty-five (45) calendar days of receiving the certification to the HR office.

No retro payment will be made if time elapses (45 days) between the employee receiving the certificate and notifying HR.

Certification must be maintained via Continuing Ed courses or by re-certifying (or the updated version) in order to be in compliance with the incentive.

In the event of a significant job/ duties change (one department to another) or promotion, the 5% certification process begins again.

DEPARTMENT: BUILDING

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Building Inspector	DBPR	5%
Electrical Inspector	DBPR	5%
Mechanical, Gas & Plumbing Inspector	DBPR	5%

Building Inspectors & Plan Reviewers:

Employees that strive for additional certifications enhance their value to the Department, thus obtaining additional certifications is encouraged. Below is a listing of the 16 certifications that may be obtained by a building inspector or plan reviewer:

INSPECTOR CLASSIFICATION

1 & 2 Fam. Dwelling Inspector
 Commercial Building Inspector
 Commercial Electrical Inspector
 Commercial Plumbing Inspector
 Commercial Mechanical Inspector
 Coastal Construction Inspector
 Certified Flood Plain Manager
 Certified Building Official
 ICC Permit Technician Certification
 ICC Property Maintenance Inspector

PLANS EXAM CLASSIFICATION

1&2 Fam. Dwelling Plans Examiner
 Commercial Building Plans Examiner
 Commercial Electrical Plans Examiner
 Commercial Plumbing Plans Examiner
 Commercial Mechanical Plans Examiner

PERMIT SPECIALIST / OFFICE

ICC Permit Technician Certification
 Certified Flood Plain Manager
 ICC Property Maintenance Inspector

DEPARTMENT: PUBLIC WORKS

ASE Certification- five percent (5%) each for a limit of three (3) Certifications per employee.

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Mechanic, Garage Foreman	ASE	5%
Sr. Storekeeper (parts) Garage Foreman	Automotive Service Consultant ASE (C1)	5%
Sr. Storekeeper (parts) Garage Foreman	Parts Specialist Certification ASE Test P1, P2	5%
Parks	NPRA – Parks Recreation	5%
Streets	IMSA – Sign, pavement marking	5%
Fac. Maint., Streets, Parks	MOT – Maintenance of Traffic – TTC (Temporary Traffic Control)	5%
Streets	Stormwater Operator (FSA)	5%

Parks	Certified ISA Arborist	5%
Parks	Certified Irrigation Landscape Designer	5%
Parks	FNGLA Certified Landscape Maintenance	5%
Maintenance Personnel	Playground Maintenance Certification	5%
Parks and Recs Personnel	Master Gardener Certification	5%
Sanitation Drivers	SWANA (Solid Waste Association of North America	5%

Garbage drivers will receive 5% additional pay, if qualified to operate three vehicles (Grapple, Sideload, Frontloader)

DEPARTMENT: CODE COMPLIANCE & ANIMAL CONTROL
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<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Violations Inspector/ Code Compliance Officer	FACE, AACE	5%
	Parking Enforcement Specialist	5%
Animal Control Officer	Chemical Capture	2%
	Euthanasia	2%
	Animal Cruelty Investigations	2%
	FACA	5%
SWANA (must meet Recertification reqs)	Sanitation Drivers	5%

DEPARTMENT: POLICE

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Investigative Assistant	NCIC/FCIC	3%
Crime Analyst	Crime Analyst Certification	3%
Crime Analyst	Crime Prevention Techniques	3%
Crime Scene Investigator	NCIC/FCIC- User	3%
Crime Scene Investigator	Fingerprint ID & Classification	5%
Crime Scene Investigator	IAI/ FDIA	3%
Records Specialist	NCIC/FCIC - Limited Access	3%
Records Specialist	NCIC/FCIC - User	3%
Records Specialist	Terminal Agency Coordinator (TAC)	3%
Community Service Officer	NCIC/FCIC	3%
Community Service Officer	Terminal Agency Coordinator (TAC)	3%
Community Service Officer (as assigned by the city)	Parking Enforcement Specialist	5%
Evidence Technician	NCIC/FCIC	3%
Secretary II	NCIC/FCIC	3%

FIRST AMENDMENT
TO THE COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE CITY OF FORT PIERCE
AND
THE TEAMSTERS LOCAL UNION NUMBER 769 (General Employee Unit)

This First Amendment to the Collective Bargaining Agreement by and Between the City of Fort Pierce and the Teamsters Local Union 769 (General Employee Unit) (“Agreement”) is made and entered this _____ day of _____, 2026, by and between the **CITY OF FORT PIERCE** (hereinafter referred to as “**CITY or EMPLOYER**”), and **TEAMSTERS LOCAL UNION NUMBER 769**, (hereinafter referred to as “**ASSOCIATION or EMPLOYEE(S)**”) (collectively hereinafter referred to as “Parties”).

RECITALS:

WHEREAS, on or about October 1, 2024, the EMPLOYER entered into the Agreement with the EMPLOYEES to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively; and

WHEREAS, the Agreement contained a term that Article 22 (Wages) of the Agreement would be re-opened in May of 2025 for Fiscal Year 2025-2026; and

WHEREAS, following the good faith bargaining of both Parties, the EMPLOYER and EMPLOYEES were unable to come to an agreement and impasse was declared related to Article 22 (Wages); and

WHEREAS, pursuant to Section 447.403, Florida Statutes, the City Commission held an Impasse Hearing on March 19, 2026 and resolved the dispute; and

WHEREAS, the City Commission determined it was in the public interest, including the interest of the public employees involved to provide for a wage increase of 5% or 1.20, whichever is greater, retroactive to October 1, 2025; and

WHEREAS, the City Commission also voted to approve a 5% increase to the pay ranges; and

WHEREAS, on March 25, 2026, the EMPLOYEES voted to ratify the decision of the Impasse Hearing decision of the City Commission; and

WHEREAS, a scrivener’s error exists in Attachment A to Article 22 listing Sanitation Drivers’ SWANA certification/license under the Code Compliance & Animal Control Department that shall be corrected through this First Amendment; and

WHEREAS, the Parties now mutually desire to amend the Agreement to update and revise the Agreement as detailed herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

2. Article 22 (Wages) of the Agreement is deleted in its entirety and replaced with the attached "Revised Article 22," attached as Exhibit A.

3. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Agreement and this First Amendment, this First Amendment shall govern.

4. The Parties agree for purposes of this amendment, the amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (.pdf) form are acceptable and shall constitute effective execution and delivery of this amendment as to the Parties and may be used in lieu of the original amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the Parties execute this First Amendment as of the date first written above:

For The City of Fort Pierce:

For The Teamsters Local Union 769:

Linda Hudson Date
Mayor

Steve Myers Date
Chief Negotiator, Teamsters

DeVoshay Johnson Date
Deputy City Manager

Union Representative Date

Richard Chess Date
City Manager

Jared Sorensen Date
Chief Negotiator / HR

Approved as to form and correctness:

Sara Hedges, Esq. Date

“EXHIBIT A”

ARTICLE 22

WAGES

SECTION 22.0

- A. Employees in the designated classification list in Attachment "A", who obtain certificates or licenses beyond those required, as a condition precedent for being employed in the position, will receive an additional percentage of their base salary or hourly wage for each additional certificate or license they obtain and maintain.

The City shall post and make available to the affected employees the incentive percentages, as well as the procedures and details of the incentive programs, as they apply to different departments.

For FY 2025-2026 the parties agree that the City will increase Teamsters bargaining Unit employees' wages by five percent (5%) per hour or an additional \$1.20 per hour, whichever is greater, effective October 1, 2025. A bargaining unit employee who has reached the top of his / her pay range shall receive a one-time bonus in lieu of a wage increase, subject to the limitations set forth in section 22.0 (B), below. Additionally, the City will increase the pay ranges of positions in the bargaining unit by 5%.

- B. Pay (wage) Increases will only be awarded to employees who were employed and on the payroll on October 1, 2025, and are currently working. Retroactive Pay shall only be awarded to unit members currently employed at the time the contract is approved by the CITY and implemented (paid) by payroll.
- C. All employees in the following classifications will receive a two and one-half (2 ½) hour minimum call-out for call backs and court appearances: Police Aides, Crime Scene Investigators, Animal Control Officers, and Evidence Custodians. All other contract Articles will remain in force.
- D. The City Manager can institute selective increases for Bargaining Unit members with the approval of the Union, without having to re-open the Collective Bargaining Unit Agreement.

EMERGENCY PAY

- E. In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies, which are in the City's Personnel Rules and Regulations.

ATTACHMENT A

INCENTIVES

Certification Compensation Schedule for all Departments (that have an agreed upon 5% incentive) *

1. First certification compensated at	5% pay increase
2. Second certification compensated at	5% pay increase
3. Third certification compensated at	5% pay increase
4. Fourth certification compensated at	3% pay increase
5. Fifth certification compensated at	3% pay increase
6. Sixth certification compensated at	3% pay increase
7. All additional certifications compensated at	1% pay increase

*Note: Each pay increase is contingent upon the employee's agreement to utilize each acquired certification, in performance of his/her duties as assigned by the Department Head, for a minimum of two calendar years from the date the certification is posted on the State DBPR website (for Building Department) or received by the employee for other Departments. This two-year period will be referred to as the employee retention period, the employee will be responsible to refund the Department for all expenses incurred, i.e.: testing, seminars, continuing education courses, study materials and training classes.

Certifications must be in the skills area provided by the City and a skill that is utilized by the employee in performing his/her essential job functions.

If a certificate was obtained by the individual, prior to employment by the City of Fort Pierce, and the employee was compensated above the minimum pay rate of the classification in which he/she works, an increase shall not be given.

Documentation must be provided within forty-five (45) calendar days of receiving the certification to the HR office.

No retro payment will be made if time elapses (45 days) between the employee receiving the certificate and notifying HR.

Certification must be maintained via Continuing Ed courses or by re-certifying (or the updated version) in order to be in compliance with the incentive.

In the event of a significant job/ duties change (one department to another) or promotion, the 5% certification process begins again.

DEPARTMENT: BUILDING

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Building Inspector	DBPR	5%
Electrical Inspector	DBPR	5%
Mechanical, Gas & Plumbing Inspector	DBPR	5%

Building Inspectors & Plan Reviewers:

Employees that strive for additional certifications enhance their value to the Department, thus obtaining additional certifications is encouraged. Below is a listing of the 16 certifications that may be obtained by a building inspector or plan reviewer:

INSPECTOR CLASSIFICATION

1 & 2 Fam. Dwelling Inspector
 Commercial Building Inspector
 Commercial Electrical Inspector
 Commercial Plumbing Inspector
 Commercial Mechanical Inspector
 Coastal Construction Inspector
 Certified Flood Plain Manager
 Certified Building Official
 ICC Permit Technician Certification
 ICC Property Maintenance Inspector

PLANS EXAM CLASSIFICATION

1&2 Fam. Dwelling Plans Examiner
 Commercial Building Plans Examiner
 Commercial Electrical Plans Examiner
 Commercial Plumbing Plans Examiner
 Commercial Mechanical Plans Examiner

PERMIT SPECIALIST / OFFICE

ICC Permit Technician Certification
 Certified Flood Plain Manager
 ICC Property Maintenance Inspector

DEPARTMENT: PUBLIC WORKS

ASE Certification- five percent (5%) each for a limit of three (3) Certifications per employee.

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Mechanic, Garage Foreman	ASE	5%
Sr. Storekeeper (parts) Garage Foreman	Automotive Service Consultant ASE (C1)	5%
Sr. Storekeeper (parts) Garage Foreman	Parts Specialist Certification ASE Test P1, P2	5%
Parks	NPRA – Parks Recreation	5%
Streets	IMSA – Sign, pavement marking	5%
Fac. Maint., Streets, Parks	MOT – Maintenance of Traffic – TTC (Temporary Traffic Control)	5%

Streets	Stormwater Operator (FSA)	5%
Parks	Certified ISA Arborist	5%
Parks	Certified Irrigation Landscape Designer	5%
Parks	FNGLA Certified Landscape Maintenance	5%
Maintenance Personnel	Playground Maintenance Certification	5%
Parks and Recs Personnel	Master Gardener Certification	5%
Sanitation Drivers	SWANA (Solid Waste Association of North America)	5%

Garbage drivers will receive 5% additional pay, if qualified to operate three vehicles (Grapple, Sideloader, Frontloader)

DEPARTMENT:	CODE COMPLIANCE & ANIMAL CONTROL
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<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Violations Inspector/ Code Compliance Officer	FACE, AACE	5%
	Parking Enforcement Specialist	5%
Animal Control Officer	Chemical Capture	2%
	Euthanasia	2%
	Animal Cruelty Investigations	2%
	FACA	5%

DEPARTMENT:	POLICE
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<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Investigative Assistant	NCIC/FCIC	3%
Crime Analyst	Crime Analyst Certification	3%
Crime Analyst	Crime Prevention Techniques	3%
Crime Scene Investigator	NCIC/FCIC- User	3%
Crime Scene Investigator	Fingerprint ID & Classification	5%
Crime Scene Investigator	IAI/ FDIA	3%
Records Specialist	NCIC/FCIC - Limited Access	3%
Records Specialist	NCIC/FCIC - User	3%
Records Specialist	Terminal Agency Coordinator (TAC)	3%
Community Service Officer	NCIC/FCIC	3%
Community Service Officer	Terminal Agency Coordinator (TAC)	3%
Community Service Officer (as assigned by the city)	Parking Enforcement Specialist	5%
Evidence Technician	NCIC/FCIC	3%
Secretary II	NCIC/FCIC	3%

City Commission Day Meeting 9:00 AM

9. I.

Meeting Date: 05/11/2026

Re: Review and Approval of Management Agreement for the Sunrise Theatre between the City of Fort Pierce and VenuWorks.

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

Approval of Management Agreement with VenuWorks of Fort Pierce, LLC for Operation of the Sunrise Theatre

SUMMARY:

Following the City's competitive solicitation process and subsequent negotiations, staff finalized a management agreement with VenuWorks to assume day-to-day operation of the Sunrise Theatre beginning June 1, 2026. Under the agreement, VenuWorks provides exclusive management services for the facility, including booking and scheduling, marketing and promotion, ticketing, food and beverage operations, staffing, custodial services, routine maintenance, security coordination, and overall event operations.

Approval of the agreement will authorize execution of the Management Agreement with VenuWorks and facilitate a structured transition to professional management of the facility. The City retains ownership of the facility, approval authority over the annual budget and business plan, and oversight of key operational and financial matters. VenuWorks provides monthly and annual financial reporting, submits annual business plans and operating budgets for City approval, and coordinates regularly with City staff regarding facility performance.

The agreement includes a transition period to allow for coordination, onboarding, and operational readiness. The initial term of the agreement is five (5) years, beginning October 1, aligning with the City's fiscal year, with options for renewal as outlined in the agreement.

RECOMMENDATION:

Approve the Management Agreement between the City of Fort Pierce and VenuWorks of Fort Pierce, LLC for operation of the Sunrise Theatre and authorize execution of the agreement.

ALTERNATIVES:

Do not approve the Management Agreement;
Provide direction to staff to renegotiate terms and return for further consideration.

RESPONSIBLE STAFF:

Richard D. Chess, City Manager
Sara Hedges, City Attorney
Shyanne Harnage, Director of Community and Economic Development
Johnna Morris, Finance Director
Marisa Quijano, Interim Sunrise Theatre Executive Director

COORDINATED WITH:

VenuWorks
Purchasing

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2026
Amount: 4064600 531300

OTHER INFORMATION:

The agreement includes a base management fee of \$7,000 per month and a variable management fee equal to 10% of annual gross food and beverage sales. The City remains responsible for the approved operating budget for the Sunrise Theatre.

Attachments

VenuWorks Management Agreement
Exhibit C
Exhibit D
Exhibit E
CAO Memo Final

**VENUWORKS
MANAGEMENT AGREEMENT**

This MANAGEMENT AGREEMENT ("Agreement"), made and entered into as of JUNE 1, 2026, by and between the City of Fort Pierce, with offices at 100 North U.S. 1, Fort Pierce Florida 34950 ("**CLIENT**") and VenuWorks of Fort Pierce, LLC, an Iowa limited liability corporation, with offices at 1615 Golden Aspen Road, Suite 107, Ames, IA 50010 ("**VENUWORKS**").

WHEREAS, **CLIENT** is the Owner of the Historic Sunrise Theatre, (hereinafter referred to as the "Facility"), a cultural and economic anchor located in Downtown Fort Pierce; and

WHEREAS, **VENUWORKS** is in the business of providing management and operation and marketing services to similar facilities and possesses the knowledge and expertise to manage and market the Facility; and

WHEREAS, **VENUWORKS** is a wholly owned subsidiary of VenuWorks, Inc. ("VWI"), and enjoys the benefits of a services contract with VWI for on-going support, guidance and consultation to be provided to **VENUWORKS** by VWI in the completion of **VENUWORKS'** responsibilities as defined herein, and;

WHEREAS, **CLIENT** has determined that entering into an agreement with **VENUWORKS** for the professional operation and management of the Facility will advance the City's goals of promoting economic vitality, community engagement, and cultural enrichment; and

WHEREAS, **CLIENT** finds that execution of this agreement serves a valid public purpose and is in the best interest of the residents and visitors of the City of Fort Pierce.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other considerations the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

RETENTION OF VENUWORKS

CLIENT hereby retains **VENUWORKS** as an independent contractor for the purpose of performing the services described in this Agreement. Subject to the terms and conditions set forth herein, **VENUWORKS** agrees to provide management services in accordance with this Agreement, and consistent with policies approved by **CLIENT**. **VENUWORKS** agrees to use its best efforts to maximize revenues from use of the Facility, including, without limitation, marketing and sales and event production and promotion and otherwise managing the Facility in accordance with this Agreement. In providing these services **VENUWORKS** shall manage the Facility in accordance with sound business practices and industry standards.

The parties to this agreement acknowledge that the **CLIENT** will retain title and ownership of the Facility and that **VENUWORKS** will not acquire title to, any security interest in, or any rights of any kind in or to the Facility (or any income, receipts or revenues there from).

ARTICLE 2

COMMENCEMENT DATE AND TERM

2.1 Commencement Date and Term. This Agreement shall be for a term of five (5) fiscal years, commencing on October 1, 2026 (the "Commencement Date" for the initial term), with one (1) optional five-year extension exercisable only by **CLIENT** upon 90-day written notice prior to expiration.

For avoidance of doubt, **VENUWORKS** is authorized to perform operations and accrue fees beginning on June 1, 2026 as set forth in section 2.2, and the Transition Operations Period shall not be counted toward or modify the initial term.

2.2 Transition Operations Period. Beginning on June 1, 2026, and continuing through September 30, 2026 (the “Transition Operations Period”), **VENUWORKS** is authorized to perform operational services necessary to manage the Facility. The Base Management Fee described in Section 5.1 shall accrue and be payable monthly beginning June 1, 2026. Variable Management Fees, including food and beverage commissions under Section 5.2, shall accrue on actual gross sales occurring on and after June 1, 2026. CPI adjustments to the Base Management Fee shall first apply to the fiscal year beginning October 1, 2027.

2.3 Transition Operating Budget. Notwithstanding Sections 4.1 and 4.2, **CLIENT** shall submit to **VENUWORKS** a Transitional Operating Budget for June 1, 2026 through September 30, 2026 by May 15, 2026, as the Fiscal Year 2026 budget has already been set. The parties may mutually revise the Transitional Operating Budget as necessary during the Transition Operations Period.

2.4 Deposits and Payments. During the Transition Operations Period, **CLIENT** shall fund the Operating Account and Box Office Account consistent with Article 6 using the approved Transition Operating Budget. Monthly deficiency mechanics in Section 6.3 shall apply beginning June 1, 2026.

2.5 Applicability of Operational Obligations. For purposes of this Agreement, any obligations stated to occur “during the term” that are operational in nature (including but not limited to insurance, public records compliance, ADA, reporting, ticketing, and box office accounting) shall also apply during the Transition Operations Period unless explicitly stated otherwise.

ARTICLE 3

MANAGEMENT AGREEMENT

3.1 Provision of Services. During the term and any renewal term of this Agreement, **VENUWORKS** shall provide the services set forth in this Article 3.

3.2 Grant to VENUWORKS. During the term of this Agreement, **CLIENT** grants to **VENUWORKS** the exclusive right to manage, market, promote, operate and maintain the Facility, including food and beverage sales, sponsorship sales and advertising at the Facility,

all the proceeds of which shall accrue to **CLIENT**, subject to **CLIENT'S** right to terminate this Agreement as provided below.

3.3 **VENUWORKS' Responsibilities.** Beginning on the Commencement Date, and continuing through the term of the Agreement, **VENUWORKS** shall assume management responsibilities as set forth below. Where **VENUWORKS** is required to direct or arrange for services or material, **VENUWORKS** shall employ all persons performing such services or shall contract with a third party for the performance of such services.

3.3.1 **Marketing and Promotion.** **VENUWORKS** shall direct all marketing activities which shall be undertaken to maximize the use of the Facility by all persons, including independent promoters and Affiliates of **VENUWORKS** so as to provide maximum Revenue, as defined in Paragraph 3.3.14 below for the Facility and accessibility for the community to the Facility. **VENUWORKS** shall be responsible for ensuring that appropriate programs are booked into the Facility and that suitable media coverage is obtained and shall coordinate such efforts with **CLIENT**.

3.3.2 **Scheduling.** **VENUWORKS** shall develop and maintain all schedules for events held at the Facility and scheduling shall be accomplished in accordance with applicable law, and in a manner to maximize the use of the Facility to provide maximum Revenue for the Facility and accessibility for the community to the Facility. **VENUWORKS** shall use an event rental agreement acceptable in form to **CLIENT**. The parties understand and agree that **VENUWORKS** shall be empowered to negotiate event agreements as **CLIENT'S** agent, subject to **CLIENT'S** reasonable approval. **VENUWORKS** may deviate from standard rental rates when such negotiation is deemed by both parties to be in the best interests of the Facility. **CLIENT** may also require that reasonable dates and times be reserved or made available for City-sponsored, community, or public events.

3.3.3 **Food & Beverage / Concessions.** **VENUWORKS** shall be responsible for providing the food & beverage services at the Facility. The manager for the catering and concessions will be accountable to **VENUWORKS'** Facility Executive Director (or his/her designee) for meeting service, quality and financial standards (including the submission of financial statements and budgets) set by **CLIENT**.

3.3.4 **Capital Improvements and Facility Maintenance.** **VENUWORKS** will be

responsible for the performance of all facilities maintenance work. **VENUWORKS** will carry out work required of **CLIENT** which shall be limited to ordinary maintenance and repairs which do not increase the value or extend the life of an asset at the Facility. **CLIENT**'s obligation to provide structural repairs is limited to the repair of the existing foundation, walls, and roof and the existing portions of the electrical, plumbing, and mechanical system within such foundation, walls, and roof.

3.3.5 Custodial and Cleaning Services. **VENUWORKS** shall provide or cause to be provided all routine cleaning and janitorial services at the Facility.

3.3.6 Pest Control. **VENUWORKS** shall direct all necessary pest control services, whether performed by **VENUWORKS** or a pest control service engaged by **VENUWORKS**.

3.3.7 Trash Removal. **VENUWORKS** shall direct removal of all trash from the Facility and agrees that it shall not permit any employee, concessionaire or caterer to place refuse outside the buildings on the Facility, except in designated trash containers, the Facility of which shall be approved by **CLIENT**.

3.3.8 Operational Services **VENUWORKS** shall direct all services required to stage (set up and tear down) the Facility for each event, including but not limited to, services involving the stage area, sound system, lighting system, stage rigging, dressing area, stage equipment, loading in and loading out. **VENUWORKS** shall hire and manage all management staff, ticket sales personnel, ushers and other personnel required for the operation of the Facility, including but not limited to, ticket taking, novelty sales, program distributions and assistance to patrons generally, including the handicapped in compliance with the Americans with Disabilities Act and all other applicable accessibility requirements.

3.3.9 Ticket Sales. **VENUWORKS** shall direct all aspects of ticket sales for events and activities including computerized tickets, utilizing its national contract with Ticketmaster to provide state-of-the-art equipment and software to the Facility at no cost to the **CLIENT**. Ticket sales services shall include ordering, selling and accounting for tickets, reporting ticket revenues for a given event for each user of the Facility, cash, check, and credit card processing, complete auditing and accounting for each event, and providing an accounting of the event income and expenses within

ten days after each event is held. The amounts charged by the ticketing contractor for service charges, and the Facility's participation in revenues from these service charges, will be consistent with regional industry standards.

3.3.10 Security. **VENUWORKS** shall arrange for proper security for events at the Facility and for general security when events are not in progress. Such security may be provided by **VENUWORKS** or by contract, in its discretion. **VENUWORKS** shall review and coordinate exterior crowd management and traffic control with appropriate local authorities.

3.3.11 Licenses and Permits. **VENUWORKS** shall obtain and maintain all licenses and permits necessary for management and operation of the Facility, including but not limited to a liquor license and any required state approvals for food sales, subject to the local, state, and federal procedures for the granting of such licenses and permits.

3.3.12 Revenues; Bank Accounts and Payment of Operating Expenses. **VENUWORKS** shall be responsible for the collection of all Revenues and payment of Operating Expenses, as defined in Exhibit A, including payment and remittance of applicable sales taxes. As used herein, "Revenue" is defined as the total amount received by **VENUWORKS** or any other person or entity operating on **VENUWORKS'** behalf from third parties, directly or indirectly arising out of or connected with and on behalf of the Facility, including without limitation, transactions for cash, credit and credit card sales, less applicable sales taxes. **VENUWORKS**, in cooperation with **CLIENT**, shall establish two separate commercial bank accounts. These accounts shall be in the name of **VENUWORKS** and utilize **VENUWORKS'S** federal identification number. Signatories shall include those individuals as deemed appropriate by **VENUWORKS** and **CLIENT**. The names of the commercial accounts shall be the Operating Account and the Box Office Account. Revenues from the sale of tickets to events at the Facility shall be deposited by **VENUWORKS** in the Box Office Account. After payment from such ticket sales Revenues of all event-related expenses, and within twenty-four hours after the end of the event, **VENUWORKS** shall transfer the remaining event ticket sales Revenues to the Operating Account.

All other Revenues generated by use of the Facility and collected by

VENUWORKS shall be deposited in the Operating Account. **VENUWORKS** is authorized to make disbursements from the Box Office Account to promoters or performers in any amount due the performer or promoter as per contracts with them, and to pay budgeted Operating Expenses from the Operating Account. **CLIENT** shall be authorized at any time, to obtain information and records from the bank concerning such accounts and to inspect the same. These accounts shall be entirely independent of any **CLIENT** or City-held accounts, and under no circumstances shall **VENUWORKS** have access to or authority over any City funds. All financial transactions related to the Facility shall be conducted exclusively through the **VENUWORKS**-held accounts. All transfers of funds shall be tied to appropriate documentation and reporting, and made only in accordance with the approved budget and this Agreement. It shall be an Event of Default, as defined below, entitling **CLIENT** to terminate this Agreement, if **VENUWORKS** withdraws any money from the Operating Account or the Box Office Account except in accordance with this Agreement. Interest accrued in these accounts shall be revenue to the Facility and belong to **CLIENT**.

3.3.13 Petty Cash and Change Funds: **VENUWORKS** and **CLIENT** agree that any and all petty cash and change funds shall belong to the **CLIENT**. These funds will be returned to the **CLIENT** at the end of the contract term.

3.3.14 Cash Discrepancies: **VENUWORKS** will be responsible for any cash discrepancies resulting from errors made in making change at cash sale points.

3.3.15 Staffing: **VENUWORKS** shall be responsible for supervision and direction of all personnel staffing at the Facility. All Facility staff will be in the employment of **VENUWORKS**. All expenses associated with the employment of staff will be considered operating expenses of the Facility. Pre-employment and relocation expenses must be pre-approved by **CLIENT**. **CLIENT** has the right to participate in the recruitment, interviewing, and hiring of the Executive Director of the Facility, including the creation of a recruiting task force to work with **VENUWORKS** in the hiring process.

3.3.16 Additional Duties. **VENUWORKS** shall also be required to provide, on a timely basis, information, data, and solutions to project issues as may be reasonably

requested by **CLIENT**, together with such other services consistent herewith as **CLIENT** may reasonably require.

3.3.17 Use of **CLIENT** Equipment. **VENUWORKS** will use equipment at the Facility in performance of its obligations hereunder. Prior to opening the Facility, **CLIENT** and **VENUWORKS** will conduct an inventory of Facility equipment to be used by **VENUWORKS** during this Agreement. **CLIENT** has identified that certain equipment currently in use at the Facility is being rented. **CLIENT** does not intend to continue such rental arrangements and shall not be responsible for the cost or continuation of any equipment rentals beyond the commencement of this Agreement. **VENUWORKS** shall be responsible for identifying any additional equipment needs and, subject to **CLIENT** approval and budget availability, may propose alternatives for purchase or lease. Any new equipment acquired for use at the Facility shall be documented and, if purchased with **CLIENT** funds, added to the Facility inventory.

3.3.18 Community and Stakeholder Coordination. **VENUWORKS** shall use reasonable efforts to coordinate with the Sunrise Theatre Foundation and other community partners identified by **CLIENT**, in order to support community engagement.

3.3.19 Advisory Committee Input. **VENUWORKS** acknowledges that **CLIENT** may appoint an Advisory Committee related to the Facility. **VENUWORKS** shall:

- (a) provide Advisory Committee with regular operating reports as reasonably requested by **CLIENT**;
- (b) attend Advisory Committee meetings upon reasonable notice; and
- (c) consider and, where practicable, incorporate recommendations into Facility operations.

The Advisory Committee shall be advisory only and shall not have authority to bind **CLIENT** or **VENUWORKS**.

3.4 Written Powers Reserved to **CLIENT**. **VENUWORKS** shall obtain **CLIENT**'s prior written approval in connection with the following:

- (a) The Annual Budget;
- (b) The Business Plan, as defined below;

- (c) Any expenditure for personnel or equipment in excess of budget; and
- (d) Any booking of events involving risk of **CLIENT** funds.

As used herein the phrase “**CLIENT** approval” shall mean approval by the City Commission.

- 3.5 Relationship of Parties. **VENUWORKS** is an independent contractor of **CLIENT** and shall not be deemed to be an employee, joint venturer, or partner of **CLIENT** except for those matters which are specifically addressed in this Agreement.
- 3.6 Business Plan. Within sixty (60) days after the date of this Agreement, **VENUWORKS** shall submit to **CLIENT** a complete business plan addressing the Transition Operations Period and for the fiscal year ending September 30, 2026 (the "Business Plan") to be adopted by **CLIENT** and followed by **VENUWORKS**. The Business Plan shall be subject to the prior written approval of **CLIENT**. The Business Plan shall be a marketing plan and a projection of Revenues and Operating Expenses for the year and shall include an analysis of the basis and assumptions underlying each line item of Revenues and Operating Expenses. **VENUWORKS** shall submit a Business Plan on an annual basis and shall deliver the same to **CLIENT** simultaneously with the delivery of the Annual Budget. The Business Plan shall in no way become a performance obligation for either **CLIENT** or **VENUWORKS** but serve as a management blueprint to monitor **VENUWORKS'** performance.
- 3.7 Relationship with **CLIENT**: **VENUWORKS** shall provide all of its Management Services in a manner which shall ensure full compliance with all **CLIENT** requirements.

ARTICLE 4

ANNUAL BUDGET

4.1 Delivery of Budget By April 1 each year during the Initial Term, **VENUWORKS** shall submit to **CLIENT** a proposed annual operating budget for the ensuing fiscal year, listing all projected Revenues and Operating Expenses by category, broken down by month, with explanations and assumptions for each Revenue and Operating Expense line item. For the first year of operations, **VENUWORKS** shall submit the proposed Annual Budget for Fiscal Year 2027 no later than May 15, 2026, to **allow for CLIENT** review and approval prior to October 1, 2026. The proposed annual budget shall include a proposed rent structure for events proposed to take place in the Facility for the ensuing year.

4.2 Review of Budget. The proposed annual budget shall be reviewed by **CLIENT** in accordance with **CLIENT'S** budget approval process. Upon approval by **CLIENT**, the proposed annual budget shall become the final annual budget (the "Annual Budget") for the year. If **CLIENT** objects to the proposed annual budget or any part thereof, **VENUWORKS** shall be obligated to promptly respond to each such objection and revise the proposed annual budget in connection therewith.

4.3 Revision of Annual Budget. **VENUWORKS** and **CLIENT** may revise the Annual Budget at any time by mutual written agreement.

4.4 Certified Statements. **VENUWORKS** shall deliver to **CLIENT**, within twenty (20) days after the end of each calendar month and within forty-five (45) days after the end of each fiscal year, a true and correct statement, certified as true and correct by **VENUWORKS'S** Facility Executive Director, of all Revenues and Operating Expenses of the preceding calendar month and fiscal year, together with any reasonable supporting documentation requested by **CLIENT**. **VENUWORKS** shall provide an accounting of each event held at the Facility in said monthly reports for the preceding calendar month.

ARTICLE 5

THE MANAGEMENT FEES

5.1 Base Management Fee. Beginning June 1, 2026, CLIENT shall pay VENUWORKS a base management fee of \$7,000 (seven thousand dollars) per month. Beginning October 1, 2027, and each fiscal year thereafter during the Initial Term, the base fee amount shall be increased by a percentage equal to the increase in the Consumer Price Index for the previous fiscal year. Payments for Base Management Fees shall be drawn by VENUWORKS from the Operating Account on the last day of the month for which the fee is earned, with CLIENT funding the Operating Account in accordance with Section 6.1. VENUWORKS shall not draw the Base Management Fee from the Operating Account until CLIENT has reviewed and approved the corresponding monthly invoice and supporting documentation. CLIENT shall complete such review promptly upon receipt.

5.2 Variable Management Fee:

5.2.1 Food and Beverage. Beginning June 1, 2026, CLIENT shall pay to VENUWORKS a Variable Management Fee, over and above the Base Management Fee, equal to 10% of annual gross food and beverage sales. Gross revenues shall be deposited into the Operating Account. VENUWORKS shall, on a monthly basis, provide an accounting of said gross revenue to the satisfaction of CLIENT, and shall be entitled to payment of its Variable Management Fee directly from the Operating Account immediately thereafter. Payment will be due to VENUWORKS in accordance with Section 6.2.

5.3 Concession Services Equipment Investment. VENUWORKS will make an investment of \$50,000 (Fifty Thousand dollars) to improve the services and increase the capacity of concession services equipment at the Facility. To ensure proper accounting, VENUWORKS will deposit the necessary funds into the Operating Account within ten (10) days of each investment decision and will fund the expenses from the Operating Account. All assets purchased with this investment will become the property of CLIENT and will be amortized over the initial period of the contract (December 31, 2030). In the event this Agreement is terminated for any reason prior to the end of the initial period of the contract, CLIENT shall repay the remaining unamortized balance due to VENUWORKS. Approval of specific items to be purchased with the investment will be determined to the mutual satisfaction of both VENUWORKS and CLIENT.

5.4 Financial Guarantee. **VENUWORKS** will provide a limited guarantee for the annual net operating income against the Approved Budget for each fiscal year (as described in Article 4). The net operating income is defined as the difference between total revenues and total expenses prior to management fees/commissions, and prior to any non-operating expenses not previously listed in the Annual Budget assigned by the **CLIENT**. In the event the net operating income fails to achieve the budgeted amount for a given fiscal year, VenuWorks will refund 100% of the shortfall, not to exceed 50% of the total commissions accrued for the year. **VENUWORKS** shall have no obligation to fund operating expenses.

ARTICLE 6
PAYMENT OF MANAGEMENT FEES,
AND OPERATING EXPENSES

6.1 Deposit of Funds. On the first business day of each month beginning June 1, 2026 and continuing through the Transition Operations Period and the Initial Term and any renewal term of this Agreement, **CLIENT** will deposit the following sums into the **VENUWORKS** Operating Account:

- (a) an amount equal to the estimated deficit, if any, as defined below, for such month as set forth in the approved Transitional Operating Budget (June–September 2026) or the Annual Budget (thereafter); and
- (b) the Base Management Fee for the current month and Variable Management Fee for prior month.

Deposits made under this Section 6.1 constitute prefunding of **VENUWORKS**'s fees and Operating Expenses; the actual payment to **VENUWORKS** shall occur when **VENUWORKS** draws the funds in accordance with Article 5. Deposits shall equal the amounts budgeted for that month as reflected in the approved Annual Budget or Transitional Operating Budget. **VENUWORKS** may not draw any Base Management Fee or Variable Management Fee until **CLIENT** has reviewed and approved the corresponding invoice and supporting documentation in accordance with Article 5.

6.2 Management Fees **VENUWORKS** will invoice **CLIENT** and **CLIENT** will, within forty-five (45) days, pay **VENUWORKS** all management fees payable with respect to the current calendar month in accordance with Florida Statute 218.74.

6.3 Insufficient Funds. In the event that the **VENUWORKS** Operating Account is insufficient to cover the Operating Expenses plus the Base Management Fee and any Variable Fee, if any, due and payable during a month (the "Monthly Deficiency"), then the Monthly Deficiency shall be paid by **CLIENT** into the **VENUWORKS** Operating Account not later than five (5) working days after **CLIENT'S** receipt of the Monthly Statement. If the amounts deposited by **CLIENT** in the **VENUWORKS** Operating Account exceeded the amounts required to pay the Operating Expenses plus the Fees in any month such positive balance shall be credited against **CLIENT'S** obligation to make future deposits into the **VENUWORKS** Operating Account.

6.4 Monthly Meetings. Representatives of **VENUWORKS'** on-site management and the **CLIENT** shall meet each month to review revenues and operating expenses for the prior calendar month. **VENUWORKS** corporate representatives shall meet quarterly with the **CLIENT** to monitor performance and discuss operations.

6.5 Performance Indicators. **VENUWORKS** will submit monthly financial performance ratios to **CLIENT** in accordance with Exhibit B.

ARTICLE 7

GENERAL TERMS AND CONDITIONS

7.1 Representation of CLIENT. **CLIENT** hereby represents and warrants to **VENUWORKS**, as an inducement to **VENUWORKS** entering into this Agreement; (1) that it is **CLIENT'S** intent that the Facility will be permitted to be open to the paying public on a daily basis in a manner consistent with industry practices, (2) that the **CLIENT** Board has sufficient authority to enter into this Agreement; and (3) that **CLIENT** possess the resources to ensure the on-going financial support of the Facility operation as approved by the City Commission during the annual budget process.

7.2 Representation of VENUWORKS. **VENUWORKS** hereby represents and warrants

to **CLIENT** on its own behalf and on behalf of its shareholders, officers, directors and employees, that **VENUWORKS** is fully capable of providing services as outlined in this Agreement.

7.3 Standard of Operation. **VENUWORKS** represents and warrants to **CLIENT** that it shall maintain an efficient and high-quality operation at the Facility comparable to other similar facilities and containing facilities similar to those of the Facility.

7.4 Accounting Records, Reports and Practices.

7.4.1 Public Records. **VENUWORKS** shall abide by all public records laws, and specifically:

- (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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-467-3065, publicrecords@cityoffortpierce.com, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

- 7.4.2 Maintain Records. **VENUWORKS** shall maintain accounting records relating to the Facility using accounting practices in accordance with generally accepted accounting principles consistently applied.
- 7.4.3 Internal Financial Controls. **VENUWORKS** shall establish internal financial control policies and practices which are in accordance with generally accepted standards in the industry and reasonably acceptable to **CLIENT**.
- 7.4.4 CLIENT Access. **CLIENT** shall have unlimited access to all accounting records and supporting documentation of **VENUWORKS** relating to the Facility during the term and any renewal term of this Agreement and for a

period of three (3) years thereafter. Such right to access shall be exercised in a reasonable manner.

7.5 Default, Right to Cure. It shall be an event of default ("Event of Default") hereunder if either party hereto:

(i) fails to pay or deposit sums due by one party to the other within seven (7) days after written notice by the other of such failure, or (ii) fails to perform or comply with any other obligation of such party hereunder within thirty (30) days after written notice by the other of such failure (which notice shall specify, in sufficient detail, the specific circumstances so as to give the defaulting party adequate notice and the opportunity to cure the same); provided however, that if the default is of a nature that it cannot be cured within thirty (30) days, then the defaulting party shall not be deemed in default hereunder if it commences to cure the default within ten (10) days after the effective date of the notice of such default and diligently proceeds to cure such default within ninety (90) days after the effective date of notice.

7.6 Termination Without Cause. Either party may terminate within one hundred twenty (120) days' prior written notice without cause.

7.7 Termination for Cause. Either party may terminate this Agreement if the other is in default, and has not met the deadlines for curing, or undertaking steps to cure the default, as described in Section 7.5 of this Agreement. In the event of default, the non-defaulting party shall provide the defaulting party with five (5) business days of its intention to terminate the Agreement due to the uncured default. In the event of early termination for any reason, **CLIENT** shall pay to **VENUWORKS** all amounts owing hereunder and accrued through the date of termination.

7.8 Jurisdiction. The parties submit to the jurisdiction of the courts sitting in St. Lucie County with respect to any claim or proceeding arising out of or related to this Agreement.

7.9 Waiver of Jury Trial. **EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN ANY JURISDICTION BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

7.10 Insurance.

7.10.1 Employment Matters. In connection with the employment of its employees, **VENUWORKS** shall pay all applicable social security, re-employment, worker's compensation or other employment taxes or contributions of insurance, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, re-employment insurance and workers' compensation. **VENUWORKS** shall indemnify and hold harmless the **CLIENT** from all costs, expenses, claims or damages resulting from any failure of **VENUWORKS** to comply with this Section.

7.10.2 Insurance Requirements:

7.10.2.1 Workers Compensation Insurance: **VENUWORKS** shall purchase and maintain during this contract, workers' compensation insurance in accordance with state statutory requirements and employer's liability insurance with limits of not less than \$500,000 per accident and per employee for bodily injury.

7.10.2.2 General Liability Insurance: **VENUWORKS** shall purchase and maintain during this contract, commercial general liability insurance including liquor liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence / \$2,000,000 in aggregate for Bodily Injury, Personal Injury, and Property Damage. Policy coverage shall include Premises and Operations, Products and Completed Operations, less inclusive and no more restrictive than the coverage provided by a standard Commercial General Liability Policy form (ISO CG0001) with standard Bodily Injury and Property Damage exclusions, and standard Personal and Advertising Injury exclusions. Any additional exclusion shall be clearly identified on the Certificate of Insurance and shall be subject to the approval of **CLIENT** and **VENUWORKS**. The insurance required by this contract shall be written on non-assessable insurance companies licensed to do business in the State of Florida and currently rated "A-" or better by the A.M. Best Company.

7.10.2.3 Automobile Liability Insurance: **VENUWORKS** shall purchase and maintain during this contract, automobile liability insurance on a per occurrence basis with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include any owned, all hired and non-owned motor vehicles used in the performance of this contract by **VENUWORKS** or its employees. The insurance required by this contract shall be written on non-assessable insurance companies licensed

to do business as an admitted carrier in the State of Florida and currently rated “A” or better by the A.M. Best Company.

7.10.2.4 Umbrella and Excess Liability Insurance: **VENUWORKS** shall purchase and maintain during this Agreement an umbrella and excess insurance policy on a per occurrence basis with limits of liability of not less than \$5 million per occurrence / \$5 million in aggregate. Any umbrella and excess insurance shall be written on a per occurrence basis on a pay on behalf form providing the same coverage and endorsements required of the primary policies.

7.10.2.5 Property Insurance: **CLIENT** will maintain property insurance coverage on the Facility itself. **VENUWORKS** shall assume all risks for loss of or damage to its own property at the Facility and **VENUWORKS** may maintain such insurance, at its sole expense, as it deems necessary to protect its own property.

7.10.2.6 Subcontractors: **VENUWORKS** shall require all its subcontractors who perform work and / or services under this contract to meet appropriate insurance requirements as reasonably required by **CLIENT**

7.10.2.7 Deductibles and Self-Insured Retention: Any policy deductible or self-insured retention must be declared on the Certificate of Insurance and shall be subject to the approval of the **CLIENT**.

7.10.2.8 Reserved:

7.10.2.9 Proof of Insurance: **VENUWORKS** shall furnish **CLIENT** with Certificates of Insurance and a copy of the policies if requested by **CLIENT**. The name of the project or contract shall be listed on the certificates of insurance along with any deductible or self-insured retention. Before commencing any performance under this Contract, **VENUWORKS** shall deliver all the Certificates of Insurance to **CLIENT** certifying that the policies stipulated above are in full force and effect. All insurance shall remain in effect during the life of the contract.

7.10.3 Insurance Cancellation or Material Change Notice: The certificates of insurance shall state that the insurance company will provide thirty (30) days written notice prior to cancellation or non-renewal. The notice will be sent by **VENUWORKS** to the **CLIENT**, via standard or electronic mail.

7.10.4 Reserved

7.10.5 Cooperation: Each party agrees to cooperate fully with the other in promptly providing such insurance underwriting and other information as may be necessary or appropriate to obtaining and maintaining the insurance described herein. The parties further agree to cooperate with the insurance companies and agents by responding promptly to their reasonable requests.

7.10.6 Releases: **VENUWORKS** and **CLIENT** expressly waive all rights and claims they may have against the other, their subsidiaries and affiliates for loss or damage arising or resulting from the operation at the Facility caused by fire or other perils, but only to the extent covered by insurance. Each insurance policy procured by **VENUWORKS** and **CLIENT** shall affirmatively state that it will not be invalidated because the insured waived its rights of recovery against any party prior to the occurrence of a loss.

7.10.7 Crime Insurance. During the term of this Agreement **VENUWORKS** shall maintain Crime Insurance, with an insurer acceptable to **CLIENT** (such acceptance by **CLIENT** not to be unreasonably withheld or delayed), providing at least the following coverage in at least the amounts set forth below for each coverage:

- (a) Employee Dishonesty - \$500,000;
- (b) Depositor's Forgery - \$500,000;
- (c) Money & Securities - \$500,000 (each, "Inside" and "Outside")
- (d) Computer Theft - \$500,000;
- (e) Wire Transfer Fraud - \$500,000;

provided, however, that if such coverage is provided on a "blanket" limit basis, a blanket limit of \$500,000 shall be considered to be sufficient to comply with this provision. The policy shall include an endorsement providing that any "employee" of **VENUWORKS** shall not be deemed to also be an "employee" of **CLIENT** for purposes of the coverage afforded under the Employee Dishonesty coverage part.

CLIENT shall be a Loss Payee (as its interests may appear) under such policy, which policy shall be written to apply to the Crime exposures arising under or in connection with this Agreement, and not to any other unrelated Crime exposures incurred by **VENUWORKS** or **CLIENT** under any other similar agreements or otherwise.

7.10.8 Insurance Cost: The cost of providing insurance hereunder shall be an Operating Expense, regardless of which party procures the coverage.

7.10.9 Insurance Terms. Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.

7.10.10 Tort Liability Limit Insurance referenced in this Agreement, except Workers Compensation/Employers Liability, shall list both **VENUWORKS** and **CLIENT** as named insureds.

7.11 Hold Harmless. **VENUWORKS** shall indemnify and save harmless **CLIENT**, its officers, directors, trustees, its agents, representatives and any affiliated or related entities, from all liability arising out of the negligent acts or omissions of **VENUWORKS**.

7.10 Damage to and Destruction of the Facility. If all or part of the Facility is rendered unusable by damage from fire and other casualty which, in the reasonable opinion of **CLIENT**, cannot be substantially repaired under applicable laws and governmental regulations within 180 days from the date of such casualty (employing normal construction methods without overtime or other premium), then **CLIENT** shall notify **VENUWORKS** thereof. In such case, either **CLIENT** or **VENUWORKS** may elect to terminate this Agreement as of the date of such casualty by written notice delivered to the other not more than 60 days after receipt by **VENUWORKS** of **CLIENT'S** notice concerning the reconstruction.

7.13 Employees.

7.13.1 Employees of VENUWORKS. All persons engaged at the Facility in operating any of the services hereunder shall be the sole and exclusive employees of **VENUWORKS** and shall be paid by **VENUWORKS**, except for those individuals employed or utilized by subcontractors of **VENUWORKS**, as provided for in this Agreement but in no event deemed an employee of **CLIENT**. Incumbent **CLIENT** employees and **CLIENT** administrative contractors (Exhibit C) working at the Facility shall be offered the opportunity to continue in their positions as **VENUWORKS** employees for a ninety (90) day evaluation period. At the end of the probation period, employees who have performed satisfactorily will be offered continued employment in the Facility by **VENUWORKS**. In connection with the employment of its employees, **VENUWORKS** shall pay all applicable social security, reemployment insurance, worker's compensation or other employment taxes or contributions to insurance plans, and retirement benefits, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social

security, reemployment insurance and worker's compensation, and shall defend, indemnify and save **CLIENT** harmless from any responsibility therefore. **VENUWORKS** shall comply with all applicable laws, ordinances and regulations including, without limitation, those pertaining to human rights and non-discrimination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled or terminated by **CLIENT** for a violation of this paragraph.

7.13.2 Employee Expense. All costs of employment of Facility employees incurred by **VENUWORKS** shall be an operating expense of the Facility. **CLIENT** and **VENUWORKS** will work together to assure a positive and productive working environment at the Facility.

7.13.3 Employee Standards. **VENUWORKS** will employ trained and neatly uniformed employees and said employees shall conduct themselves at all times in a proper and respectful manner. Any dismissal shall be in accordance with **VENUWORKS'** corporate policy and applicable federal, state or local laws which may be in effect and, further, shall be in compliance with applicable union or labor organizational agreements which may be in effect at the time of said dismissal and **VENUWORKS** shall defend, indemnify and save **CLIENT** harmless from any claim, cause of action, expense (including attorneys' fees) lost, cost or damage of any kind or nature arising there from, except in the case of express written direction from **CLIENT**.

7.13.4 Volunteers. **VENUWORKS** shall make reasonable efforts to incorporate the Facility's existing volunteers into its operations, as listed in Exhibit D. While **VENUWORKS** is not required to retain any specific volunteer, it will work in good faith to support a volunteer program aligned with operational needs and community engagement goals.

7.12 Availability of Facility. **VENUWORKS** agrees that, except as a result of full or partial destruction of the Facility, the Facility will be made available for all events scheduled therein and **VENUWORKS** agrees to defend, indemnify and save **CLIENT** harmless from and against any and all claims, causes of action, expenses (including attorneys' fees) losses, costs and damages arising from the failure of the Facility to be available in the condition necessary for the conduct of such events for scheduled events due to the negligence or willful misconduct of **VENUWORKS**, its agents, servants, employees or contractors of any

tier, and in such case, **VENUWORKS** shall pay to **CLIENT** the estimated Revenues, less Operating Expenses, for such event within five (5) days after the event was to have taken place.

7.5 No Payment by **CLIENT**. Notwithstanding anything in this Agreement or exhibits hereto to the contrary, **CLIENT** shall not be obligated to reimburse **VENUWORKS** as Operating Expenses or otherwise for costs and expenses (including attorneys, fees) for litigation which is covered by **VENUWORKS'** defense and indemnification obligations set forth in Sections 7.12 and 7.13 above.

7.6 Compliance with Laws. **VENUWORKS** will comply with all federal, state and local ordinances, statutes, rules and regulations as they relate to the operation of the Facility. **VENUWORKS'** failure to comply with such ordinances, statutes, rules and regulations relating to the Facility shall be an Event of Default under this Agreement and shall entitle **CLIENT** to terminate this Agreement pursuant to the provisions of Section 7.5 hereof. **VENUWORKS** agrees that it shall not be entitled to claim litigation costs (including attorneys' fees) as Operating Expenses pursuant to Subparagraph (1) of Exhibit A with regard to its rules and obligation to comply with ordinances, statutes, and regulations as set forth herein.

7.167 Non-waiver. The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

7.8 Amendment. The parties may amend this Agreement only by written agreement executed by the parties.

7.19 Assignment. Neither party may assign or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. **VENUWORKS** hereby acknowledges it is the intent of **CLIENT** to transfer ownership and operational responsibility of the Facility to the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce, Florida (the "FPRA") during the term of this Agreement. **VENUWORKS** hereby agrees and consents to the assignment of this Agreement to the FPRA by **CLIENT**. The parties agree the assignment of this Agreement will be formalized and documented by a written instrument upon the transfer of ownership of the Facility.

7.20 Choice of Law. The laws of the State of Florida shall govern the rights and obligations of the parties under this Agreement.

7.21 Severability. Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of this Agreement.

7.22 Notices. Any notice required herein shall be in writing and shall be deemed effective and received (a) upon personal delivery; (b) five (5) days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a national overnight air courier, fees prepaid, to **VENUWORKS** or **CLIENT** at the following addresses:

If to **CLIENT**: City of Fort Pierce
 100 North U.S. 1
 Fort Pierce, FL 34950
 Attention: City Manager

With a Copy to:
City Attorney
100 North U.S. 1
Fort Pierce, FL 34950

If to **VENUWORKS**: VenuWorks of Fort Pierce, LLC
 1615 Golden Aspen Dr, Suite 107
 Ames, IA 50010
 Attention: CEO

Either party may designate an additional or another representative or address for notices upon giving notice to the other party pursuant to this paragraph. For the purposes of this Agreement, "business day" shall mean a day which is not a Saturday, a Sunday or a legal holiday of the United States of America.

7.23 Representatives. **CLIENT'S** representative to **VENUWORKS** in connection with Facility operations shall be **CLIENT** Board of Directors or its designee, and the **VENUWORKS** representative shall be **VENUWORKS'** on-site Executive Director at the Facility.

7.224 Force Majeure. Neither party shall be obligated to perform hereunder, and neither shall be deemed to be in default, if performance is prevented by fire, earthquake,

flood, act of God, riot, civil commotion or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Facility, or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

7.25 Sovereign Immunity. **CLIENT** is entitled to sovereign immunity protections under Section 768.28, Florida Statutes. Nothing herein shall be construed to be a waiver of sovereign immunity or to increase any limits therein.

7.26 E-Verify. All requirements of Section 448.095, Florida Statutes, shall be complied with by **VENUWORKS**. In accordance with, Section 448.095, Florida Statutes, **VENUWORKS** shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If **VENUWORKS** enters into a contract with a subcontractor performing work or providing services on its behalf, **VENUWORKS** shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

VENUWORKS shall, upon request, provide evidence of compliance with this provision to the CITY. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with a CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. **VENUWORKS** is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

7.27 Integration. This Agreement and all appendices and exhibits hereto embody the entire agreement of the parties relating to the services to be provided hereunder. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements,

either oral or written, between the parties hereto.

Exhibits hereby integrated hereto are:

Exhibit A: Operating Expenses

Exhibit B: Financial Ratios

Exhibit C: List of **CLIENT** Employees and Administrative Contract Employees

Exhibit D: List of **CLIENT** Volunteers

Exhibit E: Human Trafficking Affidavit

If the terms of this Agreement and any exhibit are inconsistent, the terms of the Agreement shall control.

7.28 Section Headings. Section headings in this Agreement are for convenience only and shall have no effect on the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

For **CLIENT**

BY DATE
Its _____

For **VENUWORKS**


 _____ 5/1/2026
By: ~~Steven L. Peters~~ DATE
Its: ~~CEO~~
MICHAEL SILVA
CHIEF OPERATING OFFICER

EXHIBIT A

Operating Expenses

The term "Operating Expenses" shall mean the following and shall be, in all cases, subject to the Annual Budget:

- On-the-job payroll cost, including wages paid to employees and the cost of paid holidays, vacations, severance benefits, sick leave and other compensation and benefits; cost of training; payroll processing costs;
- Employer contribution costs in relation to employees carried on the on-the-job payroll mentioned in the foregoing clause (a), of every nature whatsoever, including but not limited to, social security, reemployment insurance, benefits for:
- Medical and hospital care, disability, death, termination, retirement or pension, or insurance or annuity contracts to provide any of the foregoing and all payments, other than those referred to in the foregoing clause (a), required under any collective bargaining agreement to which VenuWorks is a party, or under any state or federal law or any regulations promulgated thereunder;
- Cost of medical and security examination for employees on the on-the-job payroll;
- Cost of purchasing, renting, maintaining and cleaning uniforms;
- Cost of equipment, materials and supplies, including the cost of installation thereof;
- Cost of insurance, required bonding, permits, licenses and fees;
- Cost of property, business, privilege, sales and all taxes;
- Cost of marketing, promotions, advertising, and employee travel & training;
- Cost of necessary outside professional services, upon prior written approval by the client;
- Cost of the commodities, (i.e. Foodstuffs purchased for resale to the public);
- Cost of utilities;
- Base management fees;
- Cost of installation of additional equipment and replacements thereof;
- Cost of ordinary maintenance and repair of the facility and the equipment, and ordinary housekeeping;
- All costs related to VenuWorks corporate staff travel, lodging, and supply costs incurred in connection with servicing the client's needs at location.

Sunrise Theatre Core Staff			
Employee Type	Employee Name	Job Title	Start Date
City Employee	Quijano, Marisa**	Interim Executive Director	2021
Contract Employee	Forbus, Savannah**	Box Office Manager / Front of House Manager / Summer Camp Coordinator	2024
Contract Employee	Geiger, Ted	Technical Director	2025
Contract Employee	Rojas, Gaby	Interim Marketing Director	2026
Temp Employee	Bouchillon, Emily**	Staff Accountant / Administrative Manager in Training	2025
Temp Employee	Joseph, Romance**	Administrative Manager / Rental Coordinator / Volunteer Coordinator	2021
Temp Employee	Price, Walter	Maintenance Manager	2026
Contract Employee	Ullestad, Kevin	Programmer	2023
Contract Employee	Mastrobuoni, Laura**	Bar Manager	2024*
Contract Employee	Privette, Sarah	Production Coordinator	2023
Contract Employee	Horning, Erik	Lighting Designer	2023
Contract Employee	Montes, Julian**	Audio Engineer	2023
Temp Employee	Finn, Peter	Stage Deck Lead	2025
Temp Employee / Volunteer	Pacinelli, Daniel M	Box Office Attendant / Volunteer Bartender	2008
Temp Employee / Volunteer	Elkins, Phyllis**	Box Office Shift Lead / Volunteer Usher	2021*
Temp Employee	Jones, Randy J	Box Office Attendant	2024
Temp Employee	Schaffer, Madison	Box Office Attendant	2026
Temp Employee	Malfoy, Tory	Box Office Supervisor / House Manager	2024
Temp Employee	Truby, Valerie	House Manager	2025
Temp Employee	Hambleton, Piper M	Box Office Attendant / Executive Assistant in Training	2025
Temp Employee	Szwarz, Nadya	House Manager	2025
Temp Employee	Szwarz, Raina	House Manager	2025

**core staff during uncertain transitional period

*has longer volunteer history

EXHIBIT D

Volunteer List:

Team 1 - Led by Kathy & Gene Urciuoli

Suzanne Alexander
Thomas Berner
Chris Cichorek
Val Cichorek
Peggy Decina
Linda Drulard
Peggy Drulard
Rex Drulard
Phyllis Elkins
Christine Ernst
Connie Hitchcock
John Hitchcock
Kathy Koivula
Russ Landt
Sandy Landt
Gary Lange
Janine Lange
Barb Lasher
Emily Lella
Tony Lella
Fern Mikus
Jean Peppers
Bruce Schwartz
Sara Schwartz
Gene Urciuoli
Kathy Urciuoli
Terry Vanloo
Donna Zutter
Tricia Higgins
Dave LaSalle
Marie Wuelfing

Team 2 - Led by Ken & Pam Barclay

Terry Briscoe
Jo Helen Byers
Earl Clay
Kathleen Clay
Lisa Derryberry
Jean Doster
Marie Flood
Eileen Foley
Judy Kwek
Merilee Landrigan

Donna Lau
Diane Leary
Carolyn Leonard
Wayne Leonard
Len Montavon
Roberta Moore
Sandra Noe
Jo Anne Oakes
Christine Obara
Joe Obara
Beth Orr
Ofer Orr
Don Torok
Bob Winterton
DiAnn Yonker

Team 3 - Led by Jack Swaine & Marty Smith

Nancy Angelmaier
Marcelle Arden
Patty Daley
Peter Daley
Walter (Wally) Fulton
Wayne Galanto
Bob Graf
Connie Graf
Jayne Hartman
Diane Johnson
Edie Jones
Marlys Kauten
Jean Korzec
Linda Kulikowski
Betsy Kurzinger
Keith Lake
Alice Long
Jean Macdonald
Sharon Martin
Florence McGovern
Michael McGovern
Fawn Persuitti
Sally Polk
Susan Quinn
Linda Smith
Maggie Smith
Joe Stagnitta
Pat Staples-Lake
Julie Summers

Anne Talbot
Deborah Thompson
Audrey Ward
Bob Ward
Jean Williams

Team 4 - Led by Charlene Brannon & Shannon Vargas

Craig Barbret
Diane Barbret
Debbie Becton
Laurie Brewer
Ashley Brown
Jay Brown
Jorge Calixsto
Maria Calixto
Linda Cassulo
Brenda Cavanagh
Gord Cavanagh
Missy Chapel
Marie Davis
Anya Dougherty
Joel Dougherty
Wendy Freider
Robert Gabor
Stella Gabor
David Geiger
Genie Geiger
Dorothy Geva
Maria Ines De Andrade
Ann LaLiberte
Carol Mello
Dan Mello
Pam Myhre
CJ Rauseo
Denise Ryce
John Ryce
Tammy Seals
Karen Smith
Phyllis Tarbox
Joe Vargas

Volunteer Bartender Team - Led by Laura & Carleen Mastrobuoni

Daniel Pacinelli

Debra Marino
Gregory Moran
Jacqui Moran
Leslie Cuatt
Kevin Grant
Kathy Grant
Bill Planer
Sue Warren



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

Vendor name: VenuWorks

Authorized Representative's Name and Title: Michael Silva, Chief Operating Officer

Address: 1615 Golden Aspen Drive., Suite 107

City: Ama State: Iowa Zip Code: 50010

Phone Number: 515-232-5151 Email Address: msilva@venuworks.com

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

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

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

By: Michael Silva MICHAEL SILVA COO 5/1/2026
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF _____

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

this _____ 1st day of May, 2026

by who is

- personally known or
- produced identification (ID produced: _____)



Notary Public Signature: Angela Bohlen (Seal)

Print Name: Angela Bohlen My Commission Expires: 4-17-28



TO: AWILDA COLON, REDEVELOPMENT SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY **SH**

RE: APPROVE AS TO FORM & CORRECTNESS THE MANAGEMENT AGREEMENT FOR THE SUNRISE THEATRE BETWEEN THE CITY OF FORT PIERCE AND VENUWORKS

CAO RLS FILE: RLS 26-127

DATE: APRIL 14, 2026

I have reviewed the above Request for Legal Services (RLS) related to the Agreement with VenuWorks for the management of the Sunrise Theatre. I have reviewed the Agreement and made suggested changes to the Agreement as explained below.

1. I have made formatting changes throughout the document.
2. Article 2 includes the Commencement Date and Term. As drafted, the Agreement stated the term is for five (5) years to begin on a date that was left blank ("Commencement Date") and to end on December 30, 2030. To allow for a full five (5) years, I have deleted the end date. I have created a full blank for you to include the Commencement Date, meaning the date the Vendor will begin providing services. You will need to discuss this with the Vendor and include it prior to presentation to the City Commission. You will also need to discuss with the City Manager, Finance Director, and Vendor whether language essentially prorating the financial aspects for the first and last year need to be added since this Agreement will not line up with the fiscal year. If you decide to commence this Agreement on October 1, 2026 to line up with the fiscal year, such language would not be at issue. You will simply need to include the October 1, 2026 date as the Commencement Date.
3. For the title of Exhibit C in the exhibit list of the Agreement, I have changed it to coincide with how it is referenced in the body of the Agreement. Please ensure it is titled the same on the exhibit itself.
4. I labeled Exhibit A.

Please note the following terms that need resolved for approval with this Agreement:

1. Section 4 requires the Vendor to provide an annual operating budget by April 1 of each ensuing fiscal year and provides for steps for the City to review and approve the budget. This was not attached, so I am unsure if this has been provided. If not, you should obtain this prior to execution of this Agreement. If this Agreement is not to line up with the fiscal year, it is also recommended that language be included to create a timeframe for the initial partial year's annual operating budget. For example, if the Agreement is to commence on July 1, 2026, you would need to build in language for submission, review, and approval of the remainder of the current fiscal year's operating budget.
2. Section 4.1 states that "[t]he proposed annual budget shall include a proposed rent structure for events proposed to take place in the Facility for the ensuing year." The documents provided to not have this listed. This will need to be obtained from the Vendor if it has not been provided.
3. Exhibit C does not list the current City employee's at the Theatre. It only lists contract and temporary employees. I interpret Section 7.13.1 of the Agreement to require all employees that will be retained be the Vendor to be listed on Exhibit C. I recommend you confirm with the Vendor and correct Exhibit C.
4. All exhibits need to be labeled with the exhibit identifier – Exhibit A, Exhibit B, etc. Some were provided in a pdf format that did not allow me to change. Please make sure to add the proper exhibit identifier to each exhibit.
5. Exhibit E must be fully executed prior to presentation of the Agreement to the City Commission.

I have uploaded the Agreement in Track Changes and in Clean Copy versions. The Clean Copy version includes all of the changes outlined above. Once you fill in and/or correct all of the remaining issues outlined above, the Agreement is approved as to legal form and correctness.

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

Thank you.

SH

City Commission Day Meeting 9:00 AM

10. A.

Meeting Date: 05/11/2026

Re: Resolution 26-R33 appointing member to Board of Examiners of Contractors as Commissioner Gaines appointee.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R33 appointing Blair Lehman to the Board of Examiners of Contractors as Commissioner Gaines appointee.

SUMMARY:

The Board of Examiners of Contractors has five members, with one appointment made by each Commissioner. Commissioner Gaines seat was vacant.

RECOMMENDATION:

Approve the Resolution.

ALTERNATIVES:

Seek applicants.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Building Department

Attachments

Resolution
Application

RESOLUTION NO. 26-R33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF EXAMINERS OF CONTRACTORS**; PROVIDING FOR AN EFFECTIVE DATE.

1

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Board of Examiners of Contractors; said terms to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

<u>Name</u>	<u>Represents</u>	<u>Appointed By</u>
Blair Lehman	Consumer	Commissioner Gaines

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 11th day of May, 2026

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA K. HEDGES, CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #24565

Date Submitted: 1/30/2026

Name of Board or Boards for which you are applying:*

Board of examiners of contractors

Name:*

Blair Lehman

Home Address:*

1014 Texas Ct.

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

10 years

Telephone Number*

2246220032

If less than two years, provide prior address:

1014 Texas Ct.

Are you a citizen of the United States? *



Yes

No

Occupation: *

Management

Employer:*

Komatsu

Do you own a business that operates within the City of Fort Pierce?*

Yes

No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

Yes

No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

Yes

No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate
Brokering:*

Yes

Finanace/Accounting:*

Yes

No

No

Contracting:*

Yes

No

Land Development:*

Yes

No

Utilities:

Yes

No

Management:*

Yes

No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Extensive Commercial and residential development background

Are you currently a member of a Commission-appointed board/committee?*

Yes

No

If yes, please specify:

Have you ever been convicted of a felony?*

Yes

No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

Yes

No

Referred by:*

Applicant Email Address:*

Date:*

Applicant's Signature:*

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Blair Lehman-2025-1.pdf

Blair Lehman

1014 Texas Ct. Fort Pierce, FL 34950 | 224-622-0032 | blairlehman@hotmail.com

Professional Summary

Since starting my career in 2001 much of my experience has been in industrial and commercial applications. I have 4 years of technical schooling in the elevator industry, as well as 2 years of Technical College. I have used that education and field experience to work in the field as a mechanic and foreman. I have also succeeded in positions in territory sales and management of employees located throughout the United States. Driven Territory Manager motivated to increase sales and rental opportunities through customer focus and strategic planning.

Skills

- Sales/Rental/Service Territory development
- Account management
- Customer Relations management
- Sales strategy development
- Safety compliance
- Industrial and commercial equipment management

Experience

Product Service Manager / Montabert (Komatsu), North America / April 2023 – Present/
montabertusa.com

- After sales product support of dealer reps and end user.
- After sales training of mining, demolition, and material handling attachments use with Komatsu excavators.
- Monitor the safety and technical training of the field service team. Leading the drive to our ZERO Harm Culture.
- Manage multiple dealer accounts throughout the eastern half of the U.S.
- Support end users by scheduling regular inspections of products even after the product warranty has expired.
- Increase the overall quality of field service repairs by administering regular training sessions.
- Successfully decreased the number of warranty claims through the increase in product, operator, and technical training.
- Overall management of the field projects. Provide estimated costs and timeline proposals on large and small jobs.
- Develop and execute capital spending plans required to support the department.
- Supporting and interacting with other departments such as sales to support their goals and opportunities. Develop and support a professional attitude with each Field Service employee.
- P & L of the field service department. Understands the financial end of the business and overall company objectives, while keeping the dealer and end user's budget in mind.
- Instructor for Komatsu Service Institute – Attachments course.

Blair Lehman

1014 Texas Ct. Fort Pierce, FL 34950 | 224-622-0032 | blairlehman@hotmail.com

Plant Manager / OLDCASTLE APG, Fort Pierce, FL / August 2020 – April 2023 / crhamerics.com

- Provide leadership, supervision, and support for all production and office staff in the Concrete/Paver Plant.
- Ensuring all daily/weekly KPI goals are met or exceeded.
- Established a preventative maintenance program to minimize downtime of production equipment.
 - Equipment downtime was averaging 20% weekly when hired.
- Current Equipment downtime is below 9% due to strict preventative maintenance planning.
- Conduct bi-weekly maintenance meetings with the maintenance department.
- Continuously analyze operator and machine performance to optimize production quality and production output.
- Continuously analyze and improve safety practices.
- Conduct weekly safety meetings with entire staff.
- Oversee all plant equipment upgrades/replacement.
- Work closely with office staff to maintain clear communication with all vendors and customers.
- Created goals and expectations for all employees/positions.
 - Work with corporate to create monetary rewards for employees that exceed expectations.

National Mobile Services Manager / HYTORC, North America / April 2013 – August 2020 / hytorc.com

- Travel throughout the United States to work one on one to coach each Mobile Service Technician.
- Maintain ISO standards 9001 and 17025.
- Responsible for assisting each Technician in the overall growth of repairs and calibrations in their territories.
- Train Technicians employees to improve Cold Call strategies and increase the number of new accounts opened.
- Create incentives to increase overall growth.
- Aiding in establishing and maintaining Sales Team/Mobile Service Technician relationships to increase sales, rentals, and overall customer support
- Record and measure the yearly growth of sales, rentals, repairs, calibrations, new accounts opened, and revenue generated.
 - 2018 and 2019 each had record overall growth of 24% of the previous years.
- Set and maintain Nationwide consistency of company standards and practices.
- Ensure each Technician complies with company safety policies and is up to date with their OSHA/MSHA certificates.
 - Inspect each site and set corrective measures if needed.
- Identify technical deficiencies, and coach/train when needed.
- Coordinate with Branch Managers to create and maintain a support system for all Mobile Service Technicians to be successful and continue to grow their territories.

Blair Lehman

1014 Texas Ct. Fort Pierce, FL 34950 | 224-622-0032 | blairlehman@hotmail.com

- Creating and maintaining customer relationships, managing customer tool repair needs and serving as a technical consultant addressing various application challenges.
- Travel throughout the territory to call on regular and prospective customers to provide onsite repair and calibration of hydraulic/pneumatic/electric/battery torque tools.
- Identify potential sales and rental opportunities.
- Provided technical consultation and safety training to customers.
- Served a vital role in increasing existing customer sales, equipment rentals, and service as well as identifying and securing new business opportunities.
- In this position I doubled my KPI's every year and succeeded in being a top performer in the company by leading in rental, sales, and repair revenue.
- Successfully built a sustainable territory in the Northern Illinois-Chicago area and was able to replicate the same degree of growth since transferring to the South Florida territory which led to being promoted to the National Sales/Service Manager.

Union Elevator Mechanic & Foreman / IUEC Local 2, Chicago, IL / September 2001 – October 2013

- Foreman of a Multimillion dollar building expansion of the elevators at Blue Cross/Blue Shield of Illinois.
- Maintaining open communication with companies, contractors, engineers, and employees.
- Assist all parties in solving any technical, personal, and scheduling issues that occur on the job.
- Work with the sales department to increase company revenue while maintaining customer satisfaction.
- Provided weekly safety training to all onsite employees.
- Managing daily activities and ordering necessary materials to prevent any delay in job completion.
- Motivate and train employees, prepare reports, and assist in conducting weekly progress meetings with the company, contractors, safety personnel, and consultants
- Experience in new construction of Traction and Hydraulic elevators involving electrical, welding, hydraulic, and pipefitting.
- Experience in elevator and escalator maintenance.
- Experience in elevator and escalator repair.

2005 - Four-year completion of Technical Trade school with IUEC, Local 2 Chicago

2000 - Two-year completion of Technical Welding Program, College of DuPage, IL

Blair Lehman

1014 Texas Ct. Fort Pierce, FL 34950 | 224-622-0032 | blairlehman@hotmail.com

References available upon request.

City Commission Day Meeting 9:00 AM

10. B.

Meeting Date: 05/11/2026

Re: F.I.N.D - Waterways Assistance Program - Resolution and Certification of Title Search

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

SUBJECT:

Resolution 26-R34 approving a grant application for submission to the Florida Inland Navigation District's 2026 Waterways Assistance Program (WAP) for the Marina Square seawall replacement, Phase 1.

SUMMARY:

Under the direction of City Manager Mr. Chess, the Grants Administration Division, in coordination with the Engineering Department, prepared a grant application for submission to the Florida Inland Navigation District (FIND) 2026 Waterways Assistance Program (WAP) for the Marina Square Seawall Replacement – Phase I (Design & Permitting) Project. The proposed Phase I project will provide engineering design, permitting, and preparation of construction documents for approximately 416 linear feet of failing seawall along the City's waterfront adjacent to the Indian River Lagoon and the Atlantic Intracoastal Waterway. This publicly owned shoreline infrastructure supports public access and helps protect the integrity of nearby navigation channels along a heavily utilized regional boating corridor. The existing seawall has experienced structural deterioration and localized failure due to long-term exposure to coastal conditions, creating the potential for shoreline erosion and structural debris to enter the adjacent waterway. If left unaddressed, continued deterioration could negatively impact waterfront stability and the navigability of the nearby channel. This Phase I effort will include site survey, engineering analysis, and development of construction plans and specifications necessary to support future shoreline stabilization and long-term protection of public infrastructure. The preliminary scope and cost estimate were developed in coordination with the City's Engineering Department. The estimated total project cost for Phase I is \$400,000.

RECOMMENDATION:

Staff recommends approval of the application for submission of the F.I.N.D - Waterways Assistance Program.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Division Manager
Johnna Morris, Finance Director
Mark Zrallack, City Engineer
Dean Kubitschek, City Marina Director

COORDINATED WITH:

Donnella Clarke, Grants Division Manager
Johnna Morris, Finance Director
Mark Zrallack, City Engineer
Dean Kubitschek, City Marina Director

Budgeted Y/N: N
Fiscal Year: 2026
Amount: 400000

OTHER INFORMATION:

Attachments

City of Fort Pierce - F.I.N.D Waterways Assistance Program Application
Seawall Replacement Boundary Map
FL DEP Submerged Land Lease Agreement
F.I.N.D - Resolution Draft
F.I.N.D - Certification of Title - Unsigned
Marine Rates



WATERWAYS ASSISTANCE PROGRAM APPLICATION PACKAGE

Part 2. Attachment E



**Florida
Inland
Navigation
District**

FY 2026-2027

WATERWAYS ASSISTANCE PROGRAM
APPLICATION PACKAGE
Part 2. Attachment E

The following attachments E-1 through E-6, in addition to the requirements of items 7 through 9 of the application checklist, constitute your formal application.

**SUBMIT THE APPLICATION INFORMATION IN
THE ORDER LISTED ON THE CHECKLIST.**

Applications must be received by the District by 4:30 p.m. on March 30, 2026.

Application Submission:

Electronic copies (2 separate attachments per instructions):

Attachment 1: Items 1-9, and Attachment 2: Items 10-12



Electronic submission via email to:

CKelley@aicw.org

(pdf file size 15MB or less)

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due -- 30th of March; Property control/Technical sufficiency items – 18th of May, Permits – 21st of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application “window”.)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of \$200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the \$100,000 project cost prior to October 1st is eligible as project expenses (i.e. \$50,000). Then only ½ of the eligible project expenses (\$50,000) are eligible for District funding assistance (i.e. \$25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as two (2) pdf attachments (15mb max size and see attachment instructions on the next page). Make sure to label your pdf attachments with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

Applications must be received by the District by 4:30 p.m. on March 30, 2026.

ATTACHMENT E-1
Waterways Assistance Program FY2026
Applicant Checklist

Project Title:	
Applicant:	

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

		<u>YES</u>	<u>NO</u>
1.	District Commissioner Review (prior to March 4th) (NOTE: For District Commissioner initials ONLY!) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)	_____	_____
2.	Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) (Form must be signed and dated)		
3.	Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) (First Page of Form Must be Signed)		
4.	Project Cost Estimate Attachment E-3 (Form No. 25-20, 1 page) (Must be on District form)		
5.	Project Timeline Attachment E-4 (Form No. 25-25, 1 page)		
6.	County/City Location Map		
7.	Project Boundary Map		
8.	Clear and Detailed Site Development Plan Map		

Continued on Next Page

YES

NO

- 9. Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages)(Resolution must be on District Form and includes items 1-6)
- 10. Attorney's Certification (Land Ownership) Attachment E-6 (Form No. 25-35, 1 page)
- 11. Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects)

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 30, 2026. By May 18, 2026, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 21, 2026. If the information in Item 11 is not submitted to the District office by September 21, 2026, I am aware that my application will be removed from any further funding consideration by the District.

_____	_____
Print Liaison Name	Title
_____	_____
Liaison Signature	Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

Eligibility of Project Cost: _____

ATTACHMENT E-2

Waterways Assistance Program FY2026

Application and Evaluation Worksheet

Local Sponsor:	Department:
Project Title:	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director:	Email:
Grant Liaison: (If Different from Director)	Email:
Mailing Address:	
City:	Zip Code:
Phone Number:	
Project Address:	
Requested FIND Funding:	
Eligible Matching Funds Amount:	
Match Percentage:	
Total Project Costs:	
Applicant's Funding Source:	

Applicant Signature Certifying the Above Information

Print Name

Project Summary: Maximum 200 Words

1. Priority Category:

a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.

b) Explain how the project fits into this priority category

c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

2. Ownership of Project Site:

Own Leased Other

If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site?

Yes No

4. If yes, please list the project name, number and funding amount received:

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

10. a) Construction

This question is to be answered only if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)

10. b) Environmental Education

This question is to be answered only if this application is for an **Environmental Education** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

EXPERIENCE & QUALIFICATIONS:

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?

PROJECT GOALS:

- What are the long-term goals of this project as it relates to the ICW?
- What is the expected duration/frequency of this program?

Environmental Education Project: Maximum 400 Words (Address all bullet points above)

10. c) Law Enforcement and Boating Safety Projects

This question is to be answered **only** if this application is for **Law Enforcement and Boating Safety** projects.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

AREA OF COVERAGE

- What is the range or area of coverage for this project?

Law Enforcement and Boating Safety Project: Maximum 200 Words (Address all bullet points above)

10. d) Inlet or Public Navigation

This question is to be answered **only** if this application is for an **Inlet or Public Navigation** dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

PUBLIC ACCESS

- Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

BENEFICIAL PROJECT ELEMENTS:

- Describe any economic benefits to be realized by implementing this project.

PROJECT MAINTENANCE:

- When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

Inlet or Public Navigation Project: Maximum 200 Words (Address all bullet points above)

10. e) Beach Renourishment

This question is to be answered **only** if this application is for a **Beach Renourishment** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the District and other navigation interests will benefit from the implementation of this project.

VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

PUBLIC BENEFITS:

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

Beach Renourishment Project: Maximum 200 Words (Address all bullet points above)

11. Disaster Relief

This question is to be answered only if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

PROJECT FUNDING:

- Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

Disaster Relief Project: Maximum 200 Words (Address all bullet points above)

ATTACHMENT E-3

Waterway Assistance Program FY2026

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	
Applicant:	

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one.)</i>	Total Estimated Cost	Applicant's Cost (To the nearest \$50)	FIND Cost (To the nearest \$50)

**TOTALS =			
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ATTACHMENT E-4
Waterways Assistance Program FY2026
PROJECT TIMELINE

Project Title:	
Applicant:	

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2026
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE _____ is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____
and the State of Florida:

Project Title _____

Total Estimated Cost \$ _____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of _____% of the
actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said _____
_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the _____ at a legal meeting
(Agency Governing Board)
held on this _____ day of _____ 20_____.

Attest

Signature

Title

Title

ATTACHMENT E-6

ATTORNEY'S CERTIFICATION OF TITLE

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2026

To WHOM IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) conveying _____ (Type of interest, i.e.. Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP Application)".

I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____ years.

Sincerely,

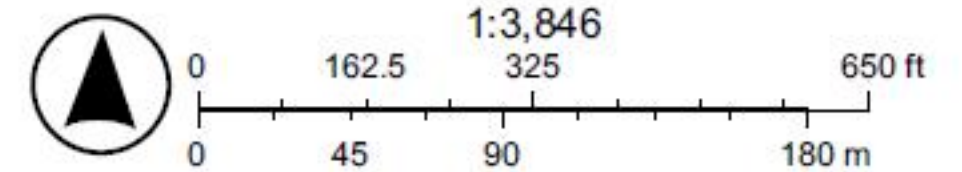
(Name)

Attorney, (City or County)

Map Exhibit



3/9/2026, 8:03:13 AM



Return to:
OFFICE OF CITY CLERK
CITY OF FT. PIERCE
100 N. U.S. 1
P.O. BOX 1400
FT. PIERCE FL 34954

This Instrument Prepared By:
James Wright
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND
MODIFICATION TO ADD AND REMOVE SPECIAL LEASE CONDITIONS

BOT FILE NO. 560109629
PA NO. _____

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to the City of Fort Pierce, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 10,
Township 35 South, Range 40 East, in Indian River Lagoon,
St. Lucie County, containing 317,993 square feet, more
or less, as is more particularly described and shown on
Attachment A, dated July 22, 2009.

TO HAVE THE USE OF the hereinabove described premises from August 11, 2009, the effective date of this modified lease renewal, through September 23, 2037, the expiration date of this modified lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate the 98 slips located on sovereignty submerged lands as part of an existing 269-slip docking facility (the other 171 slips are located on privately-owned submerged lands) exclusively used for mooring of commercial and recreational vessels in conjunction with an upland municipal marina complex, with fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and with liveboards as defined in paragraph 28 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Noticed General Permit No. 56-0129156-006, dated February 27, 2006, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$35,658.46, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Noticed General Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain the interest in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto, and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Fort Pierce
Attn: City Manager
100 N. US Highway One
Fort Pierce, Florida 34950

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RECORDATION OF LEASE. The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

23. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

24. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

25. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

26. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

27. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

28. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve(12) month period, nor shall any such vessel constitute a legal or primary residence.

29. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

30. SPECIAL LEASE CONDITIONS:

A. The terms and conditions herein, including those related to assessment of lease fees, may be reviewed at any time during the term of this lease as deemed necessary by the Lessor or its designated agent, and such terms and conditions may be modified or additional conditions may be imposed as deemed necessary by the Lessor. For the purpose of this provision, the terms and conditions of this lease may be modified (which may include the addition of new terms and conditions) for, but not limited to, the following reasons:

- a. to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that require the modification of the lease for compliance;
- b. to ensure compliance with the U.S. Endangered Species Act of 1973, 16 U.S.C., § 1531, et seq., and the Florida Endangered and Threatened Species Act of 1977, Section 372.072, F.S.;
- c. to conform to adoption or revision of rules regarding the assessment of lease fees;
- d. to conform to any modification to the terms and conditions of all applicable permits from the State of Florida Department of Environmental Protection, the applicable water management district and/or the U.S. Army Corps of Engineers, and all other required approvals; and,
- e. to remove any structure declared to be a public nuisance.

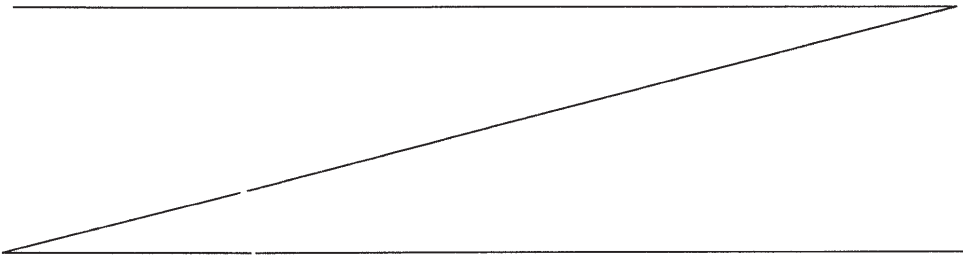
The Lessor shall allow the Lessee a reasonable time for compliance with the amended or new terms and conditions.

B. During the term of this lease and all subsequent renewals and modifications, one hundred percent (100%) of the wet slips within the leased premises shall be made available for rent to the general public on a "first come, first served" basis, as defined in subsection 18-21.003(27), Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility and at the upland entrance to the docking facility which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that all 98 wet slips at the docking facility that are located within the leased premises are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that all 98 wet slips at the docking facility that are located within the leased premises are open to the general public on a "first come, first served" basis.

C. Within 60 days after the Lessor's execution of this lease, Lessee shall install and display permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation. Lessee shall maintain these signs during the term of this lease and all subsequent renewal terms and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street - 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

D. Copies of the "St. Lucie County Manatee Protection Zones" and the "Martin County Manatee Protection Zones" booklets (available free of charge from the Florida Inland Navigation District 561-627-3386) shall be made available and distributed from the facility. The literature display shall be installed to distribute the booklets to boaters using the docking facility and the Lessee shall ensure that the display has an adequate supply of booklets at all times.

E. No dredging shall take place during the manatee migratory season, November 15 through April 30.



WITNESSES:

Michelle Brady
Original Signature

Michelle Brady
Print/Type Name of Witness

Kathy C. Griffin
Original Signature

Kathy C. Griffin
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY: Jeffery M. Gentry (SEAL)

Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration, Division
of State Lands, State of Florida Department of Environmental
Protection, as agent for and on behalf of the Board of Trustees of
the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24th day of May, 2012, by
Jeffery M. Gentry Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

Kathy C. Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name
Notary Public State of Florida
Kathy C Griffin
My Commission EE148787
Expires 11/27/2015
Commission/Serial No. _____

WITNESSES:

Joyce Kabbe
Original Signature

Joyce Kabbe
Typed/Printed Name of Witness

Angela Wilkinson
Original Signature

Angela Wilkinson
Typed/Printed Name of Witness

City of Fort Pierce, Florida (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Robert Benton III
Typed/Printed Name of Executing Authority

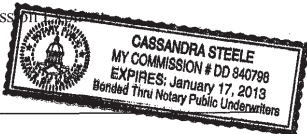
Mayor
Title of Executing Authority

APPROVED AS TO FORM AND CORRECTNESS

STATE OF Florida
COUNTY OF St. Lucie

BY: [Signature]
City Attorney

The foregoing instrument was acknowledged before me this 9th day of May, 2012, by
Robert Benton III as Mayor, for and on behalf of the City of Fort Pierce, Florida. He is personally known to me or who has
produced _____, as identification.

My Commission


[Signature]
Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

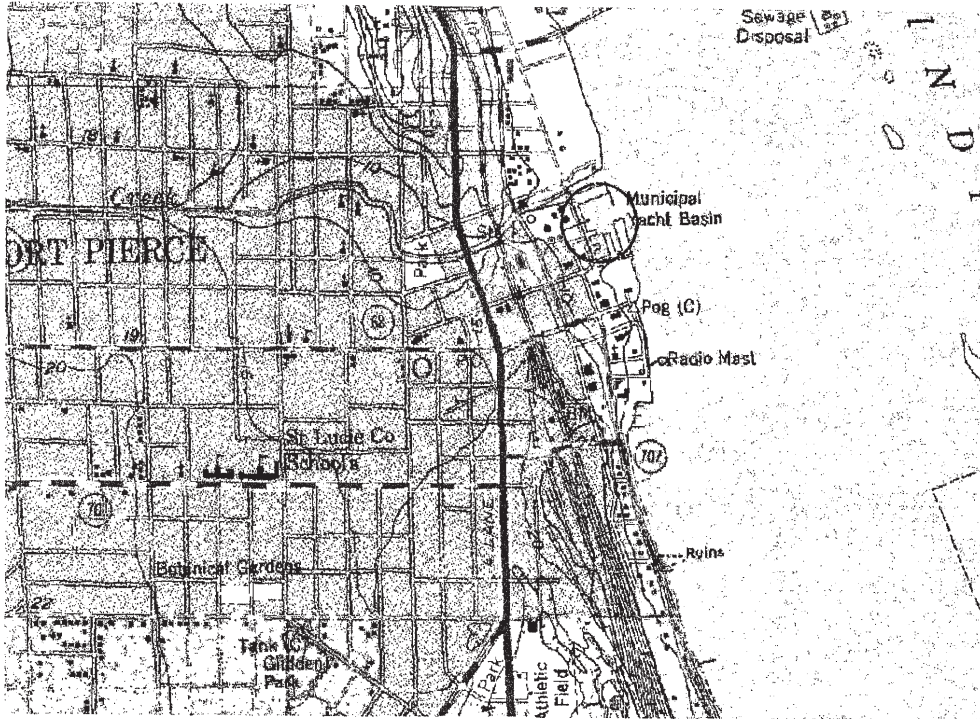
Printed, Typed or Stamped Name

Google

Address 1 Ave A
Fort Pierce, FL 34950



1 Avenue A
Fort Pierce, FL 34950



Section	<u>10</u>
Township	<u>35S</u>
Range	<u>40E</u>

LEGAL DESCRIPTION:

AN UNSECTIONALIZED PORTION OF THE INDIAN RIVER LAGOON LYING EASTERLY OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1134900.79, E 872462.53) AT THE NORTHWEST CORNER OF SECTION 10, RANGE 40 EAST, TOWNSHIP 35 SOUTH, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S0°22'13"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 2661.84 FEET TO A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132239.00, E 872479.73) AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE RUN N85°34'51"E FOR A DISTANCE OF 2983.38 FEET TO THE A RECOVERED NAIL & DISK (HAVING A STATE PLANE COORDINATE OF N 1132468.89, E 875454.24) CENTERLINE INTERSECTION OF A 60 FOOT WIDE RIGHT-OF-WAY FOR NORTH SECOND (2ND) STREET AND A 65 FOOT WIDE RIGHT-OF-WAY FOR ORANGE AVENUE; THENCE RUN N52°08'04"E, FOR A DISTANCE OF 975.78 FEET TO THE POINT OF BEGINNING (BEING A POINT ON THE WATERWARD FACE OF A CONCRETE SEAWALL); THENCE RUN N14°17'48"W, ALONG SAID CONCRETE SEAWALL FOR A DISTANCE OF 504.75 FEET; THENCE DEPARTING SAID CONCRETE SEAWALL, RUN N75°42'12"E, FOR A DISTANCE OF 630.00 FEET; THENCE RUN S14°17'48"E, FOR A DISTANCE OF 504.75 FEET; THENCE RUN S75°42'12"W, FOR A DISTANCE OF 630.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 317,993 SQUARE FEET OR 7.300 ACRES, MORE OR LESS.

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 10-35-40, HAVING A BEARING OF S0°22'13"E. (STATE PLANE COORDINATES NAD83, FLORIDA EAST ZONE)
- 2.) THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
- 3.) NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
- 4.) THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 61-G17, FLORIDA ADMINISTRATIVE CODE.
- 5.) TOTAL PROPOSED LEASE AREA = 317,993 SQUARE FEET (7.30 ACRES), MORE OR LESS.
- 6.) LINEAR FOOTAGE OF APPLICANT'S SHORELINE IS 902.3 FEET BORDERING SOVEREIGNTY SUBMERGED LANDS.
- 7.) PROPOSED DOCK INFORMATION AS SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

8.) THE SHORELINE IS 100% SEAWALL/BULKHEAD FOR 1,000 LINEAR FEET ON EITHER SIDE OF THE LEASE AREA.

9.) THE TOTAL NUMBER OF SLIPS SHALL REMAIN UNCHANGED AT 98.

10.) VESSELS MOORED IN SLIPS 31-36 SHALL NOT EXCEED A BEAM WIDTH GREATER THAN 30 FT.

11.) NO MOORED VESSELS SHALL OVERHANG THE LEASE BOUNDARIES.

12.) THE TOTAL OVERWATER AREA OF THE PROPOSED DOCK STRUCTURES IS 35,854 SQ. FT.

13.) THIS SURVEY CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

PROPOSED DOCKING FACILITY SUMMARY			
SOUTHERN DOCKS			
DOCK LABEL	LENGTH	WIDTH	AREA (SF)
DOCK "A"			
GANGWAY	20.33'	10'	203
MAIN ACCESS	1,057.6'	15.17'	16,042
10 FINGER PIERS	35'	4'-6"	1,548
DOCK "B"			
FIXED ACCESS	120'	10'	1,200
GANGWAY	6.87'	8'	55
MAIN ACCESS	351.6'	10'-4.5"	3,648
T DOCK	110'-4.5"	6'-4.5"	704
14 FINGER PIERS	40'	4'-8"	2,813
DOCK "C"			
FIXED ACCESS	120'	10'	1,200
GANGWAY	6.87'	8'	55
MAIN ACCESS	351.6'	10'-4.5"	3,648
T DOCK	125'-4.5"	6'-4.5"	799
7 NORTH PIERS	60'	5'	1,750
7 SOUTH PIERS	45'	5'	1,575
2 OBSERVATION DECKS	30'	12'	816
TOTAL OVERWATER AREA			35,854

THIS IS A FIELD SURVEY

Attachment A
Page 9 of 13 Pages
SLL No. 560109629

DRAWING: P:\106-3088.90\10.0020 - FT PIERCE MARINA\CAD\Survey\Drawg\XP ReviseOriginalLease\Parcel.dwg LAYOUT: SHT3 USER NAME: CHAD I. SANFORD



TETRA TECH

www.tetratech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: (407) 839-3955 FAX: (407) 839-3790

Drawing Description
**PROPOSED
SUBMERGED LANDS
LEASE**

**CITY OF FT. PIERCE MARINA
ST. LUCIE COUNTY, FL**

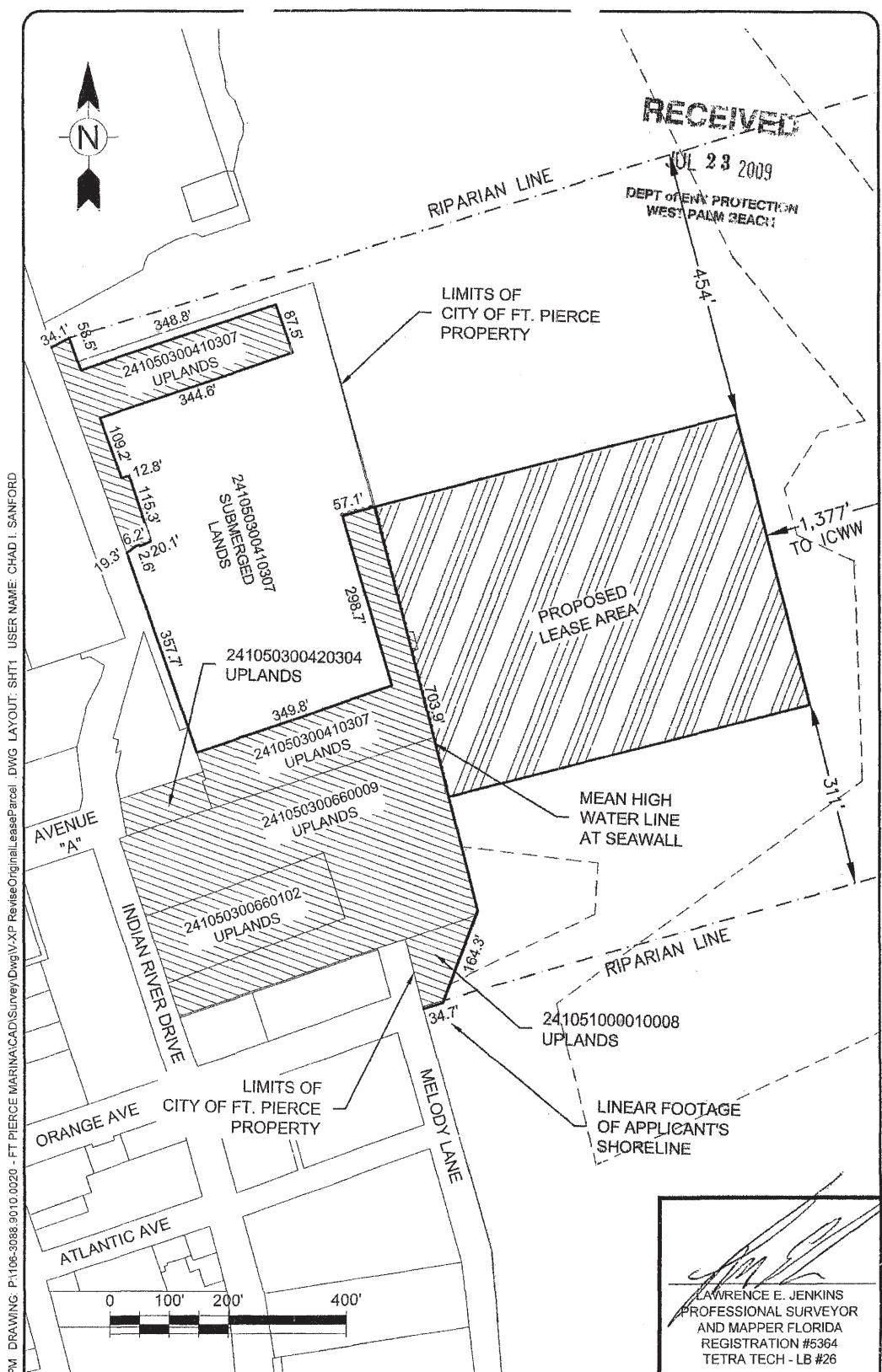
Project No 106-3088.9010.0020

Date: 7/22/09

Designed By: CIS

Drawing No.

3 OF 3



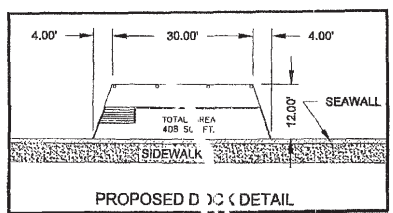
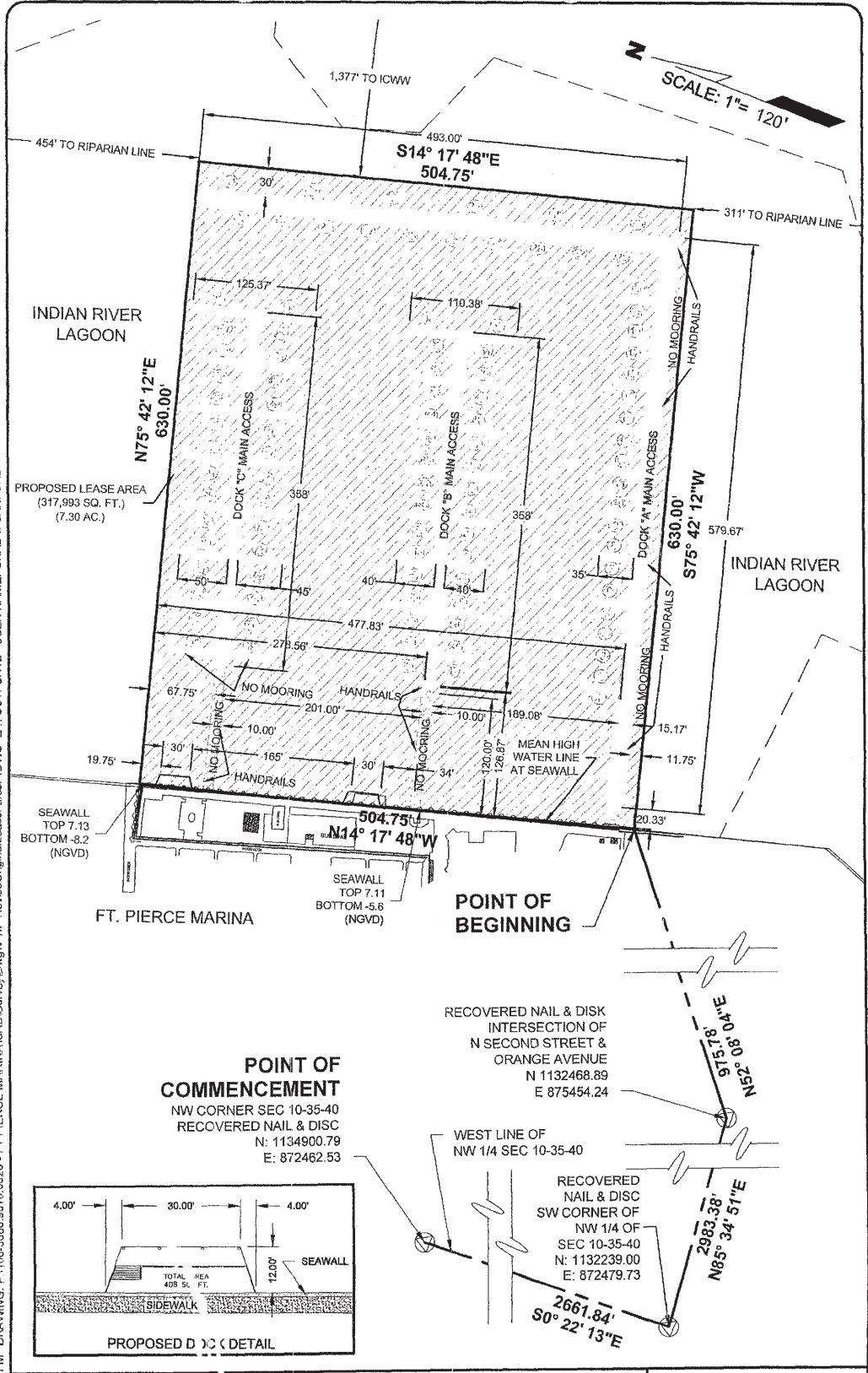
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 Wednesday, July 22, 2009 5:19:49 PM
 SLL No. 560109629

Attachment A
 Page 10 of 13 Pages

TETRA TECH
 www.tetrattech.com
 201 EAST PINE STREET, SUITE 1000
 ORLANDO, FL 32801
 PHONE: (407) 839-3955 FAX: (407) 839-3790

Drawing Description
**PROPOSED
 SUBMERGED LANDS
 LEASE**
 CITY OF FT. PIERCE MARINA
 ST. LUCIE COUNTY, FL

 LAWRENCE E. JENKINS PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION #6364 TETRA TECH - LB #26	
Project No:	06-3088.9010.0020
Date:	7/22/09
Designed By:	CIS
Drawing No.	1 OF 3



Attachment A
 Page 11 of 13 Pages
 SSSL No. 560109629

Wednesday, July 22, 2009 5:20:11 PM DRAWING: P:\106-3088.9010.0020 - FT. PIERCE MARINA\CAD\Survey\Drawings\ReviseOriginalLeaseParcel.DWG LAYOUT: SHT2 USER NAME: CHAD I. SANFORD



www.tetra-tech.com
 201 EAST PINE STREET, SU TE 1000
 ORLANDO, FL 32801
 PHONE: (407) 839-3955 FAX: (407) 339-3790

Drawing Description
**PROPOSED
 SUBMERGED LANDS
 LEASE**
 CITY OF FT. PIERCE MARINA
 ST. LUCIE COUNTY, FL

Project No	106-3088.9010.0020
Date:	7/22/09
Designed By:	CIS
Drawing No.	2 OF 3

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEED NO. 23913

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One Hundred Fifty and 00/100 Dollars, (\$150.00), to them in hand paid by the CITY OF FORT PIERCE, a municipal corporation of the State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, subject to the provisions hereinafter set forth, unto the said CITY OF FORT PIERCE, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Section 10, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the point of intersection of the south line of Avenue "A" and the east line of Riverside Drive, as now located in the City of Fort Pierce, Florida, run in an easterly direction along the said south line of Avenue "A", a distance of 105.0 feet to the mean high water mark of the Indian River for the Point of Beginning; thence North 18° 53' West along said mean high water mark, a distance of 740.0 feet; thence North 75° 22' 30" East, a distance of 463.0 feet; thence South 17° 16' East, a distance of 695.0 feet; thence South 70° 01' West, a distance of 440.0 feet, more or less, to the Point of Beginning; containing 7.0 acres, more or less.

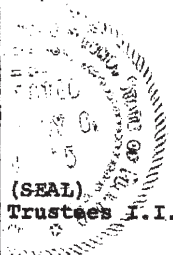
THIS CONVEYANCE is made subject to the following provisions:

(1) That said premises shall be used for public purposes only under the supervision of the City of Fort Pierce, Florida, and in the event of non-use of said premises for three (3) consecutive years, title to said premises shall, at the option of the Trustees of the Internal Improvement Fund of the State of Florida, revert to said Trustees or their successors in office.

(2) SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

TO HAVE AND TO HOLD said premises, subject to the aforesaid provisions and reservation, unto said City of Fort Pierce, forever.

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Trustees to be hereunto affixed, in the City of Tallahassee, Florida, on this the 22nd day of January, A. D. 1965.



(SEAL)
Trustees I.I. Fund

Wayland Sumner

Governor

Ray E. Mee

Comptroller

J. Edwin Larson

Treasurer

Earl Faircloth

Attorney General

Jack Conner

Commissioner of Agriculture

As and Constituting the Trustees
of the Internal Improvement Fund
of the State of Florida.

RESOLUTION NO. 26-RXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM FOR THE MARINA SQUARE SEAWALL REPLACEMENT PROJECT; AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IF AWARDED; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; AUTHORIZING THE CITY ATTORNEY TO EXECUTE THE ATTORNEY'S CERTIFICATION FORM; PROVIDING CERTIFICATIONS REQUIRED BY FIND; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Florida Inland Navigation District (FIND) provides funding through the Waterways Assistance Program to support public navigation, waterway access, and shoreline stabilization projects along the Atlantic Intracoastal Waterway; and

WHEREAS, the City of Fort Pierce is interested in carrying out the Marina Square Seawall Replacement Project for the benefit and enjoyment of the citizens of the City of Fort Pierce and the State of Florida; and

WHEREAS, the project is located along the Indian River Lagoon, a critical segment of the Atlantic Intracoastal Waterway, and will provide for the engineering design, permitting, and preparation of construction documents necessary to stabilize approximately 416 linear feet of deteriorated shoreline, prevent erosion, protect public infrastructure, and ensure safe public access to the marina, boat ramp, and boardwalk facilities; and

WHEREAS, the total estimated cost of the project is approximately \$400,000.00, and financial assistance from FIND is required to complete the project; and

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

SECTION 1. The City Commission hereby authorizes the Marina Square Seawall Replacement Project and the submission of a grant application to the Florida Inland Navigation District (FIND) Waterways Assistance Program.

SECTION 2. The City Commission hereby authorizes the acceptance of grant funds, if awarded, and commits to completing, operating, and maintaining the project for public use.

SECTION 3. The City Commission hereby authorizes the City Manager or designee to execute all grant-related documents necessary for the submission, acceptance, and implementation of the project.

SECTION 4. The City Commission hereby authorizes the City Attorney to execute the Attorney's Certification Form (Attachment E-6) as required by the grant application.

SECTION 5. FIND Required Certifications. The City of Fort Pierce hereby certifies that:

1. It will accept the terms and conditions set forth in FIND Rule 66B-2, Florida Administrative Code, which will be a part of the Project Agreement for any assistance awarded.
2. It is in complete accord with the application and will carry out the project in the manner described unless prior approval for any change is received from FIND.
3. It has the ability and intention to finance its share of the project cost and that the

- project will be operated and maintained at the expense of the City for public use.
4. It will not discriminate against any person on the basis of race, color, or national origin and will comply with Title VI of the Civil Rights Act of 1964 and all applicable accessibility laws and requirements.
 5. It will maintain adequate financial records on the project to substantiate claims for reimbursement.
 6. It will make available to FIND, if requested, a post-audit of expenses incurred on the project.

SECTION 6. This Resolution shall be effective immediately upon final adoption by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this XXth day of May, 2026.

Linda Hudson, Mayor

ATTEST:

Linda W. Cox, City Clerk

(SEAL)

**APPROVED AS TO FORM
AND CORRECTNESS**

Sara K. Hedges, City Attorney

ATTACHMENT E-6

ATTORNEY'S CERTIFICATION OF TITLE

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE CITY ATTORNEY

CITY OF FORT PIERCE, 100 N US HWY 1, FORT
PIERCE, FL 34950

(Date), 2026

To WHOM IT MAY CONCERN:

I, Sara Hedges, City Attorney for the City of Fort Pierce, Florida, hereby certify that the City of Fort Pierce has sufficient legal interest in the property upon which the proposed project is located to satisfy the requirements of the Florida Inland Navigation District (FIND) Waterways Assistance Program.

The project, known as the **Marina Square Seawall Replacement Project**, is located along the Indian River Lagoon within the City of Fort Pierce, St. Lucie County, Florida.

The City's interest in the property consists of the following:

- **Upland Property:** Owned by the City of Fort Pierce (where applicable).
- **Submerged Lands:** Held under a Sovereignty Submerged Lands Lease from the State of Florida, Board of Trustees of the Internal Improvement Trust Fund, recorded in Official Records Book 3397, Page 53, St. Lucie County, Florida

The undersigned certifies that this leasehold interest, together with any applicable upland ownership, provides the City of Fort Pierce with sufficient legal control of the project site. The City has the authority and ability to construct, operate, and maintain the proposed improvements for public use in accordance with the requirements of FIND.

Furthermore, it is my legal opinion that the City of Fort Pierce's interest in the subject property is adequate to support the required term of property control, taking into consideration the lease term, any applicable renewal provisions, and the City's continuous authority to operate and maintain the project site for public use.

This certification is made in accordance with Rule 66B-2, Florida Administrative Code, and is based upon review of the applicable lease documents, legal descriptions, and supporting materials provided.

DATED this ___ day of _____, 2026.

Sincerely,

Sara Hedges
City Attorney, City of Fort Pierce



FORT PIERCE CITY MARINA

Please find below the dockage rates of the marinas in Fort Pierce and Stuart.

60FT BOAT	DAILY	MONTHLY	SEASONAL	ANNUAL	LAB	NOTES
SAFE HARBOR FORT PIERCE	\$4/FT	\$46.41/FT	\$33.90/FT	\$26.6/FT	\$300	SLIP MINIMUM
CAUSEWAY COVE FORT PIERCE	\$3/FT	\$21/FT	\$18.50/FT	\$17/FT	\$150	BOAT SIZE OR SLIP MIN
SUNSET BAY MARINA STUART	\$4.50/FT	\$31/FT	N/A	\$28/FT	NO FEE	BOAT SIZE OR SLIP MIN
FORT PIERCE CITY MARINA	\$3.50/FT	\$37.50/FT	\$23.75/FT	N/A	\$185	BOAT SIZE OR SLIP MIN

ELECTRIC AND TAXES NOT INCLUDED IN PRICING

40 FT BOAT	DAILY	MONTHLY	SEASONAL	ANNUAL	LAB	NOTES
SAFE HARBOR FORT PIERCE	\$4.00/ FT	\$47.50/FT	\$45.00/FT	\$35.00/FT	\$300.00	FLAT RATE
CAUSEWAY COVE FORT PIERCE	\$3.00/ FT	\$21.00/ FT	\$18.50/ FT	\$17.00/FT	\$150.00	BOAT SIZE OR SLIP MIN
SUNSET BAY MARINA STUART	\$4.50/ FT	\$31.00/ FT	N/A	\$27.00/FT	NO LAB FEE	BOAT SIZE NO MIN
FORT PIERCE CITY MARINA ↓	\$3.50/ FT	\$37.50 /FT	\$23.75/FT	N/A	\$185.00	BOAT SIZE OR SLIP MIN

VESSELS 68' OR LARGER/CATAMARANS WITH A 19' BEAM \$43.50/FT (MONTHLY)