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

CITY COMMISSION AGENDA

Regular Meeting - Monday, March 2, 2026 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Pastor Jason Baumgardner - Truth Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of minutes from the February 17, 2026 Regular Meeting.

6. **PROCLAMATIONS**

   A. Council on Aging of St. Lucie Inc, Honoring Darrell Drummond

7. **LETTERS TO COMMISSION**

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

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

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

A. Approval of Award of RFP 2026-008 for Demolition, Asbestos/Lead Based Paint Abatement Services to the highest ranked respondent, Cross Environmental Services, Inc., and to authorize staff to enter into contract negotiations.

B. Approval of an Interlocal Agreement between St. Lucie County and the City of Fort Pierce for art conservation services in the amount of $36,487.50.

C. Approve change order for PO 260184, Tailor Group, Fort Pierce, FL, in the amount of $10,714.00 to cover city park restroom cleaning services under Bid 2020-019 until a new competitive bid contract is put into place.

D. Approval to award Bid No. 2026-022 CDBG Coach Fenn Park Improvement Project to the Lowest Responsible Bidder, SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction, for General Commercial Contractor Services.

E. Approval of an agreement between the City of Fort Pierce and Lincoln Park Main Street, Inc. to provide services for the period of October 1, 2025 to September 30, 2026 for an amount not to exceed $50,000.

12. **PUBLIC HEARINGS**

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

A. Legislative Hearing - Ordinance 26-003 establishing the requirement for an annual fiscal audit and providing that any contract for audit services shall not exceed an initial term of three years, but may include an option to renew for two, one (1) year renewals; additionally it requires that the city shall appoint a new auditor at least every five years. SECOND READING

13. **CITY COMMISSION**

A. Resolution 26-R11 appointing Jessica Barclay to the Arts and Culture Advisory Board as appointee of the Board.

B. Resolution 26-R12 Appointing Hoyt Murphy, Jr. to the City of Fort Pierce Historic Preservation Board as Commissioner Dzadovsky's appointee.

C. Resolution 26-R13 Appointing Charlie Hayek to the City of Fort Police Community Advisory Committee as Commissioner Dzadovsky's appointee.

D. Resolution 26-R14 Appointing Krista Storey to the City of Fort Pierce Planning Board as Commissioner Dzadovsky's appointee.

E. Resolution 26-R15 Appointing members to the Auditor Selection Committee

F. Resolution 26-R16 approving two Maintenance Memorandum of Agreement contracts from FDOT for the maintenance of improvements along US 1, Virginia Avenue, Indian Hills Drive, Savannah Road, Heathcote Drive, Gardenia Avenue and the Mayflower Canal.

G. Consideration of a Settlement Proposal received from Pierce 1 Marina, LLC in case number 562024CA001627.

H. Update on Crabby's Restaurant Lease

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

City Commission Regular Meeting - 5:05 PM **5. A.**

Meeting Date: 03/02/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the February 17, 2026 Regular Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

2.17.2026 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 5:05 P.M. ON TUESDAY, FEBRUARY 17, 2026.

1. CALL TO ORDER

Mayor Hudson called this meeting to order at 5:05 pm.

2. OPENING PRAYER - Bishop Craig Cobb - City Of Faith Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

A. Approval of minutes from the February 2, 2026 Regular Meeting.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the February 2, 2026 regular meeting.

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

Passed

B. Approval of minutes from the February 2, 2026 Swearing In Ceremony for Commissioner Chris Dzadovsky.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the minutes from the February 2, 2026 Swearing In Ceremony for Commissioner Chris Dzadovsky.

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

Passed

6. **PROCLAMATIONS**

A. FES-Treasure Coast, Engineering Week

7. **LETTERS TO COMMISSION**

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

Commissioner Curtis Johnson, Jr. requested to add a discussion of the Fort Pierce Garden Club as agenda item 13C. Commissioner Michael Broderick requested to add the discussion of Crabby's restaurant lease status as agenda item 13D.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the agenda as amended to include items 13C and 13D.

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

Passed

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

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

No comments.

10. MISCELLANEOUS REPORTS

A. Youth Council update on their participation in the 2026 Florida League of Cities Youth Legislative Action Days and upcoming projects.

Audria Moore, Special Projects Coordinator, represented the Youth Council along with four members of the Youth Council—Timothy Nixon, Jr., Bianca Estime, Clarice Jean, and Naomi Hypolite—to discuss their experience at the Youth Legislative Days in Tallahassee. The Youth Council, with the help of Commissioner Curtis Johnson, Jr., was given the opportunity to tour the Student Service Building at Florida A&M University. During the conference, the Youth Councils were able to discuss issues that directly affect their communities such as public transportation, school transportation, and equal access to resources for students. Naomi Hypolite, Youth Council member, thanked the Commission on behalf of the Youth Council for the opportunity to go to the Youth Legislative Days. Commissioner Arnold Gaines stated he is proud of the Youth Council and thanked them for going to represent the City of Fort Pierce in Tallahassee. Commissioner Curtis Johnson, Jr. echoed Commissioner Gaines' comment and expressed pride in the Youth Council. Commissioner Johnson encouraged the Youth Council to get in touch with local delegates in Port Saint Lucie and surrounding areas to share ideas. Commissioner Chris Dzadovsky encouraged the Youth Council to participate in future City Commission meetings and to lobby to bring topics of discussion to the Commission or to the School District. Commissioner Broderick stated he is impressed with the Youth Council's involvement with advocating for the City of Fort Pierce and that the youths are the future of the City. Mayor Linda Hudson thanked the Youth Council for appearing and for attending the Youth Legislative Days in Tallahassee. Commissioner Johnson presented the members of the Youth Council with "One Fort Pierce" pins. Commissioner Johnson thanked the chaperons and parents for their participation in sending the Youth Council to the Youth Legislative Days in Tallahassee.

11. CONSENT AGENDA

A. Approval to Piggyback the Rain Drop Products, LLC Agreement for the CDBG Coach Fenn Park Improvement Project to Provide Spash Pad Materials and Equipment for a Total Cost Not to Exceed $138,595.50.

B. Approval to award Bid Number 2026-016 for the Nebraska Avenue Sidewalk from Lawnwood Circle to S. 13th Street project to Heavy Civil Inc. in the amount of $406,906.47.

C. Approval of expenditure for CentralSquare Technologies, Lake Mary, FL for the annual software maintenance renewal in the amount not to exceed $130,528.25.

D. Approval of Letter of Support for St. Lucie County seeking funding from the U.S. Army Corps of Engineers for the short protection project and coastal t-groin structures.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Consent Agenda items 11A through 11D.

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

Passed

12. PUBLIC HEARINGS

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

A. Quasi-Judicial Hearing - Review and Approval of an application for Major Site Plan (Development & Design Review), submitted by property owner, Lawnwood Medical Center, Inc. and Representative Vanessa Mahoney, of Kimley-Horn, to construct a five-floor parking garage with surface parking, the parking garage grossing an approximate 50,432 square feet footprint and surface parking grossing 34,866 square feet with associated site improvements at 1700 S 23rd Street, Fort Pierce, FL. The property is zoned Planned Development (PD). Parcel ID: 2416-504-0200-000-2.

City Clerk Linda Cox introduced the application for Major Site Plan (Development & Design Review), submitted by property owner, Lawnwood Medical Center, Inc. and Representative Vanessa Mahoney, of Kimley-Horn, to construct a five-floor parking garage with surface parking, the parking garage grossing an approximate 50,432 square feet footprint and surface parking grossing 34,866 square feet with associated site improvements at 1700 S 23rd Street, Fort Pierce, FL.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Sara Hedges would read regarding Quasi-Judicial Hearings.
Sara Hedges, City Attorney, reviewed the quasi-judicial hearing rules and procedures.
Mayor Linda Hudson called the proceeding to order.
City Clerk, Linda Cox, confirmed that the City complied with the advertisement and notice requirements.

Ex parte communications:
Commissioner Broderick – No
Commissioner Dzadovsky – No
Commissioner Gaines – No
Commissioner Johnson – No
Mayor Hudson – No

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

Staff presentation: Vennis Gilmore, Historic Preservation Officer/Senior Planner, reviewed the project which consists of the construction of a multi-level (5-floor) parking garage that will provide a total of 591 parking spaces, covering 50,432

square feet of total footprint floor area. This includes 4 ADA-compliant surface parking spaces and 10 dedicated Electric Vehicle (EV) charging surface parking spaces, aligning with sustainability goals and anticipated future demand. Additionally, the project includes the construction of 109 new surface parking spaces, which will supplement the structured parking and improve access across the medical center campus. The total area for the surface parking is 34,866 square feet. At the January 12th, 2026, Planning Board meeting, it was recommended for approval with the following three (3) conditions:

1. A Landscape Maintenance Agreement will be required and approved by the Planning Department prior to Final Certificate of Occupancy.
2. A Landscape Inspection will be required and approved by the Planning Department prior to Final Certificate of Occupancy.
3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

Commission questions to Staff: Commissioner Gaines requested confirmation if the three conditions for the Commission are the same three conditions that were approved by the Planning Board; Mr. Gilmore confirmed. Mayor Hudson questioned if there are additional ADA parking spaces elsewhere and if the site is to Code in regards with the ADA-compliant spaces; Mr. Gilmore confirmed. Commissioner Dzadovsky questioned if the Fire District had any consideration for fire retardant scenarios in regards to the EV stations. Mr. Gilmore stated the Fire District has reviewed the application and has not raised any concerns with the EV stations.

Applicant presentation: Vanessa Mahoney, Project Manager and Civil Engineer for Kimley-Horn, Alex Masmela, Chief Operating Officer at HCA Florida Lawnwood Hospital, and Matthew Griffith, Project Architect and Senior Vice President of Design Solutions, were available for questions. Ms. Mahoney addressed Commissioner Dzadovsky's concern of the EV stations and stated the Fire District reviewed the application prior to submission. The Fire District requested the EV stations to be located on the surface parking spaces to avoid fire hazards. Thus, the EV stations are located in the Northwest corner of the surface parking spaces, outside of the parking garage.

Public comments: no additional comments.

Mayor Hudson closed the public hearing and indicated now was the time for deliberations.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve item 12A with the 3 staff conditions.

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

Passed

B. Legislative Hearing - Ordinance 26-003 establishing the requirement for an annual fiscal audit and providing that any contract for audit services shall not exceed an initial term of three years, but may include an option to renew for two, one (1) year renewals; additionally it requires that the city shall appoint a new auditor at least every five years. FIRST READING

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 2 - ADMINISTRATION, ARTICLE V – FINANCE, TO CREATE SECTION 2-427 - CITY AUDITING SERVICES TO REQUIRE AN ANNUAL AUDIT AND ESTABLISH HOW AN AUDITOR IS SELECTED, CONTRACTING REQUIREMENTS FOR AN AUDITOR, AND LIMITATIONS ON THE NUMBER OF YEARS AN AUDITOR MAY PROVIDE

SERVICES TO THE CITY; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Richard Chess shared that the purpose of the amendment presented in the Ordinance is best practice to keep rotating auditors every 3 to 5 years to get a new set of eyes on the books at the same time.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 26-003.

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

Passed

13. CITY COMMISSION

A. Resolution No. 26-R08 approving UA Resolution setting new rates for FPUANet (rate reduction)

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, APPROVING RATE CHANGES FOR FPUANet SERVICES AS CONTAINED IN RESOLUTION NO. UA 2026-06 ADOPTED BY THE FORT PIERCE UTILITIES AUTHORITY BOARD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR EFFECTIVE DATE.

Daniel Retherford, FPUA, and Jason Mitler, FPUANet Manager, gave a presentation regarding the request for reducing FPUA rates and the implementation of Fiber technology. FPUANet has begun phasing internet services to regions of Fort Pierce and is estimated to have service in 12,500 parcels by the end of 2029. Mr. Mitler discussed the improvements in efficiency to provide cost-effective service to Fort Pierce. Mr. Mitler compared the service and prices of FPUANet with the other servicers in the community and is requesting the City of Fort Pierce to accept and adopt the FPUA Resolution No. UA 2026-06 so that FPUANet may service commercial and residential areas in Fort Pierce. Commissioner Chris Dzadovsky questioned if Kings Highway is included in the infrastructure FPUANet is rolling out; Mr. Mitler confirmed that it will be incorporated. Commissioner Michael Broderick questioned when the Fiber service would be available in his residence; Mayor Linda Hudson stated she asked the question as well and gave Commissioner Broderick the directive that he would be able to sign up online. Mr. Mitler confirmed to sign up residents will go to fpuanet.com and enter their address; if the address is within the current infrastructure they will be able to sign up immediately. If their address is within the planned phases, FPUANet would make note of which areas have the most interest to include in the next phases. Commissioner Arnold Gaines thanked FPUA for their hard work and bringing a request for a reduction of fees to the Commission.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 26-R08.

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

Passed

B. Resolution No. 26-R09 Extending State of Emergency for Beach Erosion and Dune Protection Project

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA EXTENDING THE DECLARATION OF LOCAL EMERGENCY; AUTHORIZING CITY CLERK TO FILE SAID RESOLUTION WITH THE CLERK OF CIRCUIT COURT; AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Richard Chess stated that St. Lucie County and the City of Fort Pierce are in collaboration to maintain the dune erosion, and the County has provided the City with equipment so that the Public Works department is able to promptly answer any increase in erosion. Mr. Chess stated that St. Lucie County is monitoring the erosion daily; thus, the local state of emergency does not need to be extended. Commissioner Michael Broderick asked if Mayor Hudson would be able to re-instate the local state of emergency when and if needed. City Attorney Sara Hedges confirmed that Mayor Hudson has the power to re-instate the local state of emergency without calling for a special City Commission meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to deny Resolution No. 26-R09.

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

Passed

C. ADDED ITEM: Fort Pierce Garden Club Status

Commissioner Curtis Johnson, Jr. opened the discussion of Fort Pierce Garden Club repair status so the community may know when it will be open to be rented once more. Devoshay Johnson, Deputy City Manager, the project for remediation and renovation for the Fort Pierce Garden Club was halted due to funding. Rick Stauffer, Facilities Manager, gave a background of the work that needs to be done for the Fort Pierce Garden Club. Currently, they have partially removed the flooring and discovered structural wood rot and mold behind cabinets and in wall cavities. Mr. Stauffer stated that some of the renovation can be done in-house, but some parts of the project will need to be contracted, such as the encapsulation of the underside of the building. Mr. Johnson summarized the three options for the continuation of the Fort Pierce Garden Club remediation and renovation project: in-house with City Staff doing majority of the project, hybrid where some of the work is contracted out, and a fully contracted option. Mr. Johnson stated that the project is estimated to take 45-90 days for the Fort Pierce Garden Club to be operational. Commissioner Curtis Johnson, Jr. asked if the encapsulation is guaranteed to protect the Fort Pierce Garden Club from flooding; Mr. Johnson confirmed that it will protect the structure from future water damage. Commissioner Chris Dzadovsky gave some background of the Fort Pierce Garden Club's involvement in Hibiscus Park. Commissioner Dzadovsky stated he is willing to be a liaison between the City and the residents of Hibiscus Park to get community involvement in the renovation and shared that the former President of the Hibiscus Park Crime Watch has offered to provide architectural skills for the project.

D. ADDED ITEM: Crabby's Lease Status

Commissioner Michael Broderick stated the client defaulted on their lease by 5 months and has not reimbursed the City for property tax payments for 3 years. Commissioner Broderick expressed disappointment in the City's handling of the lease and stated that the City not knowing where their documentation regarding City-owned, leased, and rental properties is incredibly shameful. Commissioner Curtis Johnson, Jr. stated that this issue requires immediate action to rectify the situation. Commissioner Chris Dzadovsky stated that the City needs to do serious

Strategic Planning to supplement the growth of Fort Pierce. Commissioner Arnold Gaines echoed Commissioner Dzadovsky's comment. Commissioner Gaines stated that the City needs to re-evaluate and put rules and parameters in place today that will guide future endeavors. City Manager Richard Chess clarified that City Staff has a list of all the documentation of City-owned, leases and rental properties held by Procurement. With the guidance of Mr. Chess, Staff will be remediating the lack of organization. Mr. Chess stated that he will provide the Commission with a summarized list of the documentation they are requesting for review.

14. COMMENTS FROM THE PUBLIC

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

Delores Johnson
Jameric Morell
Dan Kendall

15. COMMENTS FROM THE CITY MANAGER

A. Reports

City Manager Richard Chess asked for directives from City Attorney Sara Hedges about what the City can and cannot do with regard to securing Crabby's facilities now that the tenants have vacated the property. Mr. Chess shared the death of Reverend Jesse Jackson. Mr. Chess shared that Reverend Jackson, along with his Civil Rights achievements, sat on the Southern Christian Leadership conference and encouraged voter participation and registration. Mr. Chess encourages the Youth Council to read and learn about Reverend Jackson and stated that it important to participate in voting regardless of who you are voting for. Mr. Chess gave his condolences to Reverend Jesse Jackson.

Commissioner Arnold Gaines excused himself from the meeting at 7:04pm.

City Attorney Sara Hedges requested a Shade meeting on March 2, 2026 at 3:00pm. Ms. Hedges stated the meeting will be for settlement negotiations and litigation-related expenditures for the case Pierce 1 Marina LLC vs. the City of Fort Pierce.

16. COMMENTS FROM THE COMMISSION

Commissioner Curtis Johnson, Jr. thanked City Manager Richard Chess for sharing the information regarding Reverend Jesse Jackson and shared that Reverend Jackson's wife is from the City of Fort Pierce. Commissioner Johnson stated that the City of Fort Pierce is a part of his history and will continue to honor his legacy and keep Reverend Jackson's family in prayer. Commissioner Johnson reminded everyone that the opening of the Highwaymen's Museum begins on February 20, 2026, and the celebration will extend over the weekend. Commissioner Johnson stated that while Fort Pierce may face challenges, the City faces a lot of great and will continue to flourish as One Fort Pierce, and be the shining city on the Suncoast as the sun rises out of the Atlantic Ocean. Commissioner Johnson is optimistic about where Fort Pierce is headed.

Commissioner Chris Dzadovsky stated that he believes City Manager Richard Chess' background experience will be beneficial in creating transparent departments and ensuring new policies and processes will be established to ensure the City of Fort Pierce creates a strong basis of government agency that the public respect and rely on.

Commissioner Arnold Gaines rejoined the meeting at 7:27pm

Commissioner Michael Broderick expressed excitement with the opportunity of moving forward with the facility where Crabby's was located and stated he is more than thrilled to share his opinions and experience on the situation. Commissioner Broderick stated that he found the discussion that took place during the meeting to be a motivational for the City to succeed in revamping the system and operations so that it can be more nimble and business-like. Commissioner Broderick stated the City is responsible for managing the City assets appropriately on behalf of the citizens of Fort Pierce. Commissioner Broderick stated he believes City Manager Richard Chess' background as a CFO will be beneficial to Fort Pierce's growth and expansion.

Commissioner Arnold Gaines stated he is confident in City Manager Richard Chess's ability to alleviate the problems and to get the City where it needs to be. Commissioner Gaines recognized that Staff and employees work hard and requested for Staff to step up and for there to be better communication. Commissioner Gaines expressed his condolences for Reverend Jesse Jackson and stated that the City will stand behind his wife and family. Commissioner Gaines stated that the community needs to come together and provide effort in stopping violence in the City of Fort Pierce. Commissioner Gaines thanked the Police Department and Sheriff Department for their hardwork in protecting the City.

Mayor Linda Hudson stated that Staff should be encouraged to keep everyone informed and to have better communication between departments to ensure silos do not arise within the departments. Commissioner Dzadovsky stated that his badge does not allow him to enter any department–he only has access to his office–and he feels that the controlled access of employees creates a silo and limits the chance of communication between each department. Mayor Hudson shared that there is a lot of good things and exciting opportunities arising in the City of Fort Pierce and with these advancements, the City must do a better job of stewardship.

City Attorney Sara Hedges ensured Commissioner Arnold Gaines had the information for the Shade meeting set for March 2, 2026 at 3:00pm; Commissioner Gaines confirmed his attendance.

17. ADJOURNMENT

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

Mayor Hudson adjourned the meeting at 7:42 pm.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **6. A.**

Meeting Date: 03/02/2026

Re:

SUBJECT:

Council on Aging of St. Lucie Inc, Honoring Darrell Drummond

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Darrell Drummond

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, Black History Month is a time to recognize and celebrate the contributions, leadership, and lasting impact of Black leaders whose dedication has advanced opportunity, equity, and excellence; and

WHEREAS, Mr. Drummond has devoted thirty one (31) years of distinguished service to The Council on Aging of St. Lucie, Inc., exemplifying visionary leadership, integrity, and a deep commitment to people; and

WHEREAS, throughout his tenure as President/Chief Executive Officer, Mr. Drummond has been a champion of diversity, equity, and inclusion, intentionally building and sustaining a workforce that reflects varied backgrounds, perspectives, and lived experiences; and

WHEREAS, his leadership has fostered an organizational culture where individuals are valued, empowered, and provided opportunities to grow, lead, and succeed, strengthening both the institution and the communities it serves; and

WHEREAS, Mr. Drummond's legacy reflects the spirit of Black History Month through his commitment to mentorship, representation, and opening doors for future generations of leaders; and

WHEREAS, his leadership has demonstrated that diversity strengthens organizations, fuels innovation, and leaves a lasting impact on employees, stakeholders, and the community; and his impact will be felt not only through organizational achievements, but through the diverse talent, inclusive culture, and shared sense of purpose he leaves behind;

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby honors:

Mr. Darrell J. Drummond

in the City of Fort Pierce for Thirty One (31) years of exemplary service and leadership, and recognizes his enduring contributions to diversity, inclusion, and excellence. During Black History Month, we celebrate Mr. Drummond's legacy as a leader who has helped shape a more inclusive future through action, vision, and service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 25th day of February 2026.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 PM **11. A.**

Meeting Date: 03/02/2026

Re: Authorization to Award RFP 2026-008 for Demolition, Asbestos/Lead Based Pain Abatement Services

Submitted For: Shaun Coss (CR), Acting Director of Community Response, Code Enforcement

SUBJECT:

Approval of Award of RFP 2026-008 for Demolition, Asbestos/Lead Based Paint Abatement Services to the highest ranked respondent, Cross Environmental Services, Inc., and to authorize staff to enter into contract negotiations.

SUMMARY:

The City solicited proposals from properly licensed contractors to provide comprehensive demolition services for public buildings and condemned private structures on an as-needed basis. Each demolition assignment will be treated as a separate job, for which the Contractor shall obtain all required permits, licenses, and approvals prior to commencing any work.

The selected Contractor will be expected to perform a full range of demolition-related services, including but not limited to asbestos and lead-based paint abatement (as applicable), structure demolition, debris removal, utility abandonment, site grading, and sod installation. All work must be performed in accordance with applicable local, State, and Federal regulations, including NESHAP requirements where hazardous materials are present. This agreement will support demolition needs primarily for the City's Code Enforcement Division, Building Department, and Public Works Department. Additional departments may utilize this agreement as approved by the City. Notwithstanding this RFP, the City reserves the right to solicit separate bids for specific projects if such action is determined to be in the City's best interest.

Proposals were evaluated based on qualifications and experience, service plan, verification of availability of equipment, past contracts with the City and other governmental jurisdictions, and cost proposals. Cross Environmental Services, Inc. ranked highest by the evaluation committee.

RECOMMENDATION:

It is recommended that RFP 2026-008 be awarded to the highest-ranked respondent, Cross Environmental Services, Inc., and that staff be authorized to enter into contract negotiations. The final agreement will be presented to the City Commission for approval.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Shaun Coss, Interim Community Response Director

COORDINATED WITH:

Building Department
Public Works Department
Purchasing Division
City Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	0012903-552530
Amount:	$75,000

FISCAL IMPACT:

Funding is provided by the Clean & Safe Community Initiative.

Attachments

RFP 2026-008
Recommendation to Award
Bid Tabulation Memo
Cross Environmental Services Submittal
Cumulative Matrix
Legal Advertisement

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, 772-467- 3102	RFP NO: 2026-008
Pre-Qualification Conference Time & Date: N/A	RFP Title: DEMOLITION & ASBESTOS/LEAD BASED PAINT ABATEMENT
Pre-Qualification Conference Location: N/A	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 10:00 AM, MONDAY, DECEMBER 22, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: ---------- Mailing Address: ---------- ---------- ----------	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, ARO
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

Table of Contents

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS **1**

1	GENERAL INFORMATION	1
2	DELAYS	1
3	EXECUTION OF BIDS	1
4	NO BIDS	1
5	BID OPENING	1
6	TAXES	2
7	DISCOUNTS	2
8	MISTAKES	2
9	INVOICING AND PAYMENT	2
10	DELIVERY	2
11	NO ADDITIONAL TERMS AND CONDITIONS	3
12	INTERPRETATION	3
13	ADDENDUMS	3
14	DISPUTES	3
15	CONFLICT OF INTEREST	4
16	LEGAL REQUIREMENTS	4
17	DRUG FREE WORKPLACE (DFW)	4
18	MINORITY/WOMEN OWNED BUSINESS ENTERPISES (MWBE)	4
19	PUBLIC ENTITY CRIMES	4
20	AWARD	4
21	EEO STATEMENT	4
22	TIE BREAKERS	5
23	CONTRACTUAL AGREEMENT AND / OR PURCHASE ORDER	5
24	GOVERNMENTAL RESTRICTION	4
25	PATENTS AND ROYALTIES	6
26	ADVERTISING	6
27	ASSIGNMENT	6
28	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	6
29	FACILITIES	6
30	REPRESENTATION	6
31	DISQUALIFICATION OF BIDDER	6
32	ADJUSTMENTS / CHANGES / DEVIATIONS	6
33	INSURANCE	7
34	PUBLIC RECORDS	7
35	BID PREPARATION COSTS	7
36	COOPERATIVE PURCHASING	7
37	CANCELLATION / REJECTION OF BIDS	7
38	REGISTRATION WITH FLORIDA DEPARTMENT OF STATE	7
39	RESERVED RIGHTS	7
40	APPLICABLE LAWS	8
41	PROFESSIONAL STANDARDS	9
42	PROHIBITION AGAINST CONTINGENT FEES	9
43	REQUEST FOR ADDITIONAL INFORMATION	9
44	ACCURACY OF BIDS	9

SECTION II – REQUIRED LIMITS OF INSURANCE **10**

SECTION III – INSTRUCTIONS TO PROPOSERS **15**

1	PROPOSAL OPENING	15

2	SUBMISSION OF PROPOSALS	13
3	PROPOSAL TIMELINE	14
4	INQUIRIES / QUESTIONS	14
5	PROOF OF INSURANCE	14
6	ADMINISTRATIVE REVIEW CRITERIA	15
7	TIME EXTENSION AND CONTINUATION OF WORK	15
8	W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM	15
9	ADDENDUM	15
10	LICENSES	15
11	PROPOSAL PREPARATION COST	15
12	MINORITY PARTICIPATION AND OUTREACH PROGRAM	15
13	INDEMNIFICIATION	16
14	REQUEST FOR ADDITIONAL INFORMATION	16
15	ACCURACY OF QUALIFICAITON INFORMATION	16
16	PROHIBITION AGAINST CONTINGENT FEES	16
17	CONTRACTOR'S AUTHORIZED SIGNATURE	16
18	NOTIFICATIONS	17
19	CONE OF SILENCE	17
SECTION IV – STATEMENT OF WORK		**18**
1	INTRODUCTION AND PURPOSE	18
2	CONTRACT TERMS	18
3	PRICE ADJUSTMENT CLAUSE	19
4	HOLD HARMLESS AGREEMENT	19
5	CONTRACTOR'S PERFORMANCE	19
6	ABESTORS MATERIALS	19
7	SUSPENSION OF WORK	20
8	CLEANING	20
9	HOURS OR WORK	20
10	LICENSING, REGISTRATION, AND LEGAL COMPLIANCE	20
11	EVALUATION METHOD	20
12	EVALUATION CRITERIA	21
13	REJECTION CRITERIA	21
SECTION V – INSTRUCTIONS FOR PREPARING PROPOSALS		**22**
1	GENERAL INFORMATION	22
2	RULES FOR PROPOSAL	22
3	SUBMISSION REQUIREMENTS/PROPOSAL FORMAT	22
4	PROPOSAED COMPENSATION	24
SECTION V – REQUIRED FORMS		**25**
SUMMARY OF REQUIRED FORMS		26
CERTIFICATION REGARDING DEBAREMENT, SUSPENSION INELIGIBILITY		27
DRUG-FREE WORKPLACE		28
PUBLIC CRIMES ENTITY		29
E-VERIFY		31
AFFIDAVIT FOR LARBOR SERVICES		32
STATEMEND OF BIDDER QUALIFICTIONS		35
PROPOSAL PRICING FORM		36
W-9		40
PROPOSAL CHECKLIST		41

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

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

2. DELAYS

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

3. EXECUTION OF BIDS

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

4. NO BIDS

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

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any bid. It is the Bidders' sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may

NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the web site: https://www.cityoffortpierce.com/957/Bid-Tabulations

6. TAXES

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

7. DISCOUNTS

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

8. MISTAKES

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

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

9. INVOICING AND PAYMENT

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

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

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

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

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of

the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. NO ADDITIONAL TERMS AND CONDITIONS

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

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 16. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Division. All bidders should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to bidders who receive bid packages.

13. ADDENDUMS

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all bidders who received a bid package from the City Purchasing Division. Bidders who obtain Bid Documents from other sources must officially register with the City Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendums from other sources.

14. DISPUTES

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

15. CONFLICT OF INTEREST

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

16. LEGAL REQUIREMENTS

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

17. DRUG-FREE WORKPLACE (DFW)

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

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

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

19. PUBLIC ENTITY CRIMES

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

20. AWARD

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

21. EEO STATEMENT

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

22. TIE BREAKERS

Preference must be given to vendors submitting a certification with their bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows: Preference shall be given to businesses with drug-free workplace programs.

Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that 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. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

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

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

23. CONTRACTUAL AGREEMENT AND/OR PURCHASE ORDER

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

24. GOVERNMENTAL RESTRICTION

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

25. PATENTS AND ROYALTIES

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

26. ADVERTISING

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

27. ASSIGNMENT

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

28. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH (O.S.H.A.)

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

29. FACILITIES

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

30. REPRESENTATION

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

31. DISQUALIFICATION OF BIDDER

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

32. ADJUSTMENTS / CHANGES / DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall

require prior written approval and shall be binding ONLY if issued by the City's Purchasing Division. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

33. INSURANCE

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

34. PUBLIC RECORDS

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

35. BID PREPARATION COSTS

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

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

37. CANCELLATION / REJECTION OF BIDS

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City of Fort Pierce. The City reserves the rights pursuant to Section 2-439 (a)(7) of the City Code to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the submission date may or may

not be rejected by the City depending on the available competition and the current needs of the CITY. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

38. REGISTRATION WITH FLORIDA DEPARTMENT OF STATE

In accordance with Florida Statute 607.0505, each corporation, foreign corporation, or alien business organization that transacts business in this state shall have and continuously maintain in this state a registered office and a registered agent and shall file with the Department of State. The awarded Bidder shall be registered with the Florida Department of State, Division of Corporations.

39. RESERVED RIGHTS

a. To be **responsive**, a bidder shall submit qualifications which conform in all material respects to the requirements set forth in the bid/proposal document. To be a **responsible** bidder, the bidder shall have the capability in all respects to fulfil fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. The City reserves the right to conduct such an investigation, as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. This information may be obtained from the bidder or any credible source. All information requests will be done through the Purchasing Division. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

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

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

d. If any contract awarded as a result of this bid is terminated, the City reserves the right to go to the next lowest responsive bidder with the balance of the contract, unless otherwise stated in the Bid specification.

40. APPLICABLE LAWS

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

a. City of Fort Pierce Ordinances

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

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

d. Pursuant to this solicitation, the responses are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until the agency provides notice of a decision or intended decision in accordance with s. 119.071(2), or within 30 days after the bid opening, whichever occurs first.

41. PROFESSIONAL STANDARDS

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

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

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

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

e. Performance of Contract Holder It is understood and agreed that the CITY will not permit or authorize contractors to perform less than 51 percent of the contract.

42. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a Bonafide employee working solely for the Bidder to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a Bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

43. REQUEST FOR ADDITIONAL INFORMATION

The bidder shall furnish such additional information as the City of Fort Pierce may reasonably require. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate. During the bid evaluation, the City of Fort Piece reserves the right to request additional written information to assist in the evaluation of these qualifications.

44. ACCURACY OF BIDS

Any Bidder which submits in its bid to The City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

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

SECTION II

REQUIRED LIMITS OF INSURANCE

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City of Fort Pierce, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City of Fort Pierce has been provided to, and approved by, the City of Fort Pierce. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, Contractor shall provide the City of Fort Pierce with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent Contractor is permitted to and elects to sub-contract any of the work performed under this Agreement, Contractor will require all subcontractors to provide insurance coverage complying with the requirements set forth herein, and will provide the City of Fort Pierce with evidence of such coverage prior to the commencement of the subcontractor's work.

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

Part One:	"Statutory"
Part Two:	$500,000 (Each Accident)
	$500,000 (Disease-Policy Limit)
	$500,000 (Disease-Each Employee)

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. The City of Fort Pierce shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$500,000
Personal and Advertising Injury	$500,000
Each Occurrence	$500,000
Fire Damage (any one fire)	$Nil
Medical Expense (any one person)	$Nil

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

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	$500,000

Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall provide coverage on an all risk basis and the minimum amount of insurance shall be 100% of the completed value of such addition(s), buildings(s), or structure(s), or the installed replacement cost of value.

General Conditions - The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Fort Pierce shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the Owner or the Owner's officer or employee any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officer or employee.

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

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

Certificates of Insurance must be completed as follows:

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

Additional Insured on the Commercial General Liability
City of Fort Pierce and its members, officials, officers and employees

SECTION III

INSTRUCTIONS FOR PROPOSERS

1. PROPOSAL OPENING

Proposals are due on or before **3:00PM, MONDAY, DECEMBER 22, 2025**

2. SUBMISSION OF PROPOSALS

Proposal response may be submitted as hard copy or electronically. Any proposals received after the designated time and date listed above will be returned unopened. Please see below instructions for submitting your RFP response.

2.1 OPTIONS FOR ELECTRONIC SUBMISSIONS

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided, see Related Documents section for this bid on the City's website, . https:// www.cityoffortpierce.com/Bids.aspx?CatID=17

- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

2.2 HARD COPY SUBMISSIONS

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to the address below.

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Proposal Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

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

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

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

Copies of official Bid/Proposal documents issued by the city are available electronically from the Purchasing Division by email request to **purchasing@cityoffortpierce.com** or

on the following websites: Demandstar (**www.demandstar.com**) and the web site of the City of Fort Pierce (**http://www.cityoffortpierce.com/187/Purchasing**).

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with **Section 2-437(d**) of the City of Fort Pierce Code of Ordinances, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A list of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. PROPOSAL TIMELINE

DESCRIPTION	DATE
Advertise RFP	November 25, 2025
Deadline for written questions	December 12, 2025
Proposal Submission Due Date	December 22, 2025
Estimated Committee Review and Selection	January 5, 2025
City Commission	January 2026
Estimated Notice of Award	February 2026

4. INQUIRIES/QUESTIONS

All inquiries must be in a written format and addressed to Director of Building with a copy to the Purchasing Manager:

TO
Shaun Coss
Assistant Building Director
Interim Community Response Director
100 North U.S. Hwy. 1
Fort Pierce, FL 34954-1480
Fax: 772-467-3848
Email: scoss@cityoffortpierce.com

COPY
Gelencia Carter
Purchasing Manager
100 North U.S. Hwy 1
Fort Pierce, FL 34950
Fax: 772-467-3848
Email: purchasing@cityoffortpierce.com

5. PROOF OF INSURANCE (PASS/FAIL)

Bidder shall submit a Certificate of Insurance (photocopy acceptable) indicating proof of bidder's current coverages (current policy).

- If the bidder does not currently have the required insurance(s) specified in Section II – Required Limits of Insurance, they must provide a letter from their insurance agent or broker. This letter should confirm that, if awarded the project, the bidder will be able to obtain the necessary insurance.
- The awarded bidder is also required to provide the City of Fort Pierce with proof of insurance for all subcontractors, if applicable.
- Additionally, the bidder must be the policyholder for all insurance coverage that will be provided by the successful bidder.

6. ADMINISTRATIVE REVIEW BASED ON (PASS/FAIL) CRITERIA

Bid will undergo an initial review, or a PASS/FAIL determination, where indicated;
To verify that mandatory requirements are met . Failure to meet mandatory requirements may result in the rejection of the Bid.

7. TIME EXTENSION AND CONTINUATION OF WORK

7.1. TIME EXTENSION

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

7.2. CONTINUATION OF WORK

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

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM (PASS / FAIL)

The Proposers will be required to return a completed W-9 Taxpayer Identification Form with your submittal.

9. ADDENDUM

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

10. LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida and the City of Fort Pierce prior to signing a contract. Should the Proposer not be able to obtain licenses and certifications, then contract negotiations will be terminated. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, the City of Fort Pierce, etc., are the responsibility of the Proposer. The selected Proposer shall be responsible for knowledge of and compliance with all relative local, state and Federal codes and regulations.

11. PROPOSAL PREPARATION COST

The cost to prepare the proposal in its entirety shall be the full responsibility of the proposer.

12. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non- discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE)

participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

13. INDEMNIFICATION

The parties recognize that the Proposer is an independent Contractor. Proposer agrees to assume liability for and indemnify, hold harmless, and defend The City of Fort Pierce, its commissioners, mayor, officers, any appointed committee members, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the Proposer, its officers, employees, agents, and representatives. Proposer's liability hereunder shall include all attorney's fees and costs incurred by The City of Fort Pierce in the enforcement of this indemnification provision. This includes claims made by the employees of the Proposer against The City of Ft. Pierce and the Proposer hereby waives its entitlement, if any, to immunity under Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability The City of Fort Pierce may have under the doctrine of sovereign immunity or Florida Statutes.

14. REQUEST FOR ADDITIONAL INFORMATION

The proposer shall furnish such additional information as the City of Fort Pierce may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate. During the proposal evaluation, the City of Fort Piece reserves the right to request additional written information to assist in the evaluation of these qualifications.

15. ACCURACY OF QUALIFICATION INFORMATION

Any Proposer which submits in its proposal to The City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

16. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a Bonafide employee working solely for the Proposer to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a Bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

17. CONTRACTOR'S AUTHORIZED SIGNATURE.

The bid shall be signed by an official authorized to bind the contractor in a contractual agreement. The contractor shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and

contractually bind the contractor. It is also necessary that the name of a contact individual be given to those who can respond to questions generated during the evaluation process.

18. NOTIFICATIONS

The City of Fort Pierce official website for notices, Bids, addendums, and other documents is located at https://www.cityoffortpierce.com . Bidders are also advised that www.demandstar.com is one of the City's sourcing methods of notices, addendums, bids, and other documented communications for the procurement process. The City is not under any obligation and does not guarantee that Bidders will received email notifications concerning the posting, amendment or close of solicitations. Bidders are responsible for checking www.demandstar.com or https://www.cityoffortpierce.com for information and updates concerning solicitations or contract the Purchasing Division.

19. CONE OF SILIENCE

The City observes a cone of silence and policies for ethical and professional behavior on all advertised solicitations. Potential bidders and their agents must not communicate in any way with the City Commission, City Manager or the City Staff other than the Purchasing Manager in reference to or relation to this solicitation. This restriction is effective from the time of bid advertisement until an award is made by the City Commission. Such communication may result in disqualification.

SECTION IV

STATEMENT OF WORK

1. INTRODUCTION AND PURPOSE

The City is seeking qualified and experienced Proposers to provide comprehensive demolition services for public buildings and condemned private structures. The intent of this Request for Proposals (RFP) is to establish an agreement with a Contractor capable of performing safe, efficient, and compliant demolition activities on an as-needed, project-by-project basis. Each demolition assignment will be treated as a separate job, for which the Contractor shall obtain all required permits, licenses, and approvals prior to commencing any work. A detailed scope of services and corresponding price proposal will be submitted to the City for review and approval for each individual project.

The selected Contractor will be expected to perform a full range of demolition-related services, including but not limited to asbestos and lead-based paint abatement (as applicable), structure demolition, debris removal, utility abandonment, site grading, and sod installation. All work must be performed in accordance with applicable local, State, and Federal regulations, including NESHAP requirements where hazardous materials are present.

This agreement will support demolition needs primarily for the City's Code Division, Building Division, and Public Works Department. Additional departments may utilize this agreement as approved by the City. Notwithstanding this RFP, the City reserves the right to solicit separate bids for specific projects if such action is determined to be in the City's best interest.

2. CONTRACT TERMS

The term of this agreement shall for a period of two years with three one-year renewal options which may be renewed on an annual basis if mutually agreed to in writing by City and the Vendor, subject to the same terms and conditions set forth in this Contract with open negotiations at the end of each year. The City does not guarantee any quantity of work under this contract.

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Manager, normally sixty days before the expiration date of the current contract period.

Per the City's Purchasing Ordinances, multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Commission. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective October 1st of the fiscal year for which such approval has been denied

The City of Fort Pierce shall have the right to terminate said agreement by giving the Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The City of Fort Pierce will determine in its sole judgment what constitutes a satisfactory level of service.

3. PRICE ADJUSTMENT CLAUSE

Contract pricing shall remain fixed for the initial two (2) year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request for a review of the pricing. Such escalation shall not exceed a 5% increase. Price escalation requests must be submitted by March 30th so as to allow Departments to factor the increases into their budgets for the next fiscal year, which will begin October 1.

The using agencies and Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons**. If approved, the price increase shall not commence until the next fiscal year, which will begin October 1.**

If for any reason the contractor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and the Contractor will have the option to discuss and make adjustments to the requested increase. If either party declines approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

4. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless The City, its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

5. CONTRACTOR'S PERFORMANCE

Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services. The City's authorized representative will decide all questions that may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the city shall notify the Contractor.

6. ASBESTOS MATERIALS

Perform asbestos/lead base paint abatement, if required, on structure to be demolished in accordance with an Asbestos Survey that will be provided by the Contractor and in accordance with NESHAP (National Emissions Standards for Hazardous Air Pollutants), State, and Federal Regulations. **The City shall receive a copy of the asbestos survey on the locations the City has demolished to be assured the new EPA requirements are met.**

7. SUSPENSIONS OF WORK

The City and the project manager reserve the right to suspend the work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

8. CLEANING

The Contractor shall keep the premises clean of rubbish and debris generated by the work involved, shall leave the premises clean of all rubbish and debris generated by the work involved, and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris.

9. HOURS OF WORK

All work under this contract shall be coordinated with the project manager. Any changes to the established schedule must have prior approval of the project manager.

10. LICENSING, REGISTRATION, AND LEGAL COMPLIANCE (FLORIDA)

Proposers must be duly authorized to transact business in the State of Florida. If organized outside Florida (e.g., a Delaware corporation), the firm must be registered as a foreign entity with the Florida Department of State and in active status on Sunbiz at the time of award.

Contractor shall comply with all applicable federal, state, and local laws and regulations, which may include, without limitation: Florida Public Records requirements (Chapter 119, Florida Statutes, including §119.0701 as applicable to contractors); Florida's Sunshine Law (Chapter 286, F.S.); State procurement provisions (Chapter 287, F.S., as applicable); and E-Verify requirements (§448.095, F.S.).

Contractor shall implement commercially reasonable information-security controls appropriate for municipal data, including access logging for sensitive data.

11. EVALUATION METHOD

11.1 ADMINISTRATIVE REVIEW ON A PASS / FAIL BASIS

Bids will undergo an initial review, on a PASS/FAIL determination, where indicated in the bid document, to verify that requirements of bid submission are met. Failure to meet requirements may result in the rejection of the bid or the bid being deemed non-responsive.

11.2 The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals, before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposal and Proposers. The City's decisions will be final.

11.3 The City of Fort Pierce shall appoint an **Evaluation Committee consisting of at least three members** to review and evaluate all submitted proposals and establish a list in order of preference of no fewer than three Proposers deemed to be the most qualified to provide the service requested based on the criteria set below.

12. EVALUTION CRITERIA

The City's evaluation criteria will include, but shall not be limited to, the following:

EVALUATION CRITERIA	WEIGHT
Qualifications/Experience	35
Service Plan	30
Verification of availability of equipment	15
Past contracts with the City and other governmental jurisdiction	10
Cost Proposal	10
Total	**100**

The City of Fort Pierce reserves the right to negotiate a contract with the highest evaluated proposer as determined by the Evaluation Committee. The City of Fort Pierce reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract. Should negotiations with the highest evaluated proposer not produce an acceptable contract, the City of Fort Pierce reserves the right to begin negotiations with the second highest qualified proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for final selection and award of a contract rests solely with the City of Fort Pierce.

13. REJECTION CRITERIA

Proposals could be deemed non-responsive and disqualified from consideration if any of the following conditions apply. (Note: this list is not all-inclusive):

- The City did not receive the proposal package prior to the submittal deadline. The bid response is found to have concealed or contained false and/or misleading information.
- Your firm is not licensed with the Florida Secretary of State to do business in Florida.
- All forms included with the application were not signed and/or submitted.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

1. GENERAL INFORMAATION

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

2. RULE FOR PROPOSALS

The proposer must name all persons or entities interested in the proposal as principals. The proposer must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

The City does not guarantee a minimal amount of work or compensation for any of the Respondents selected for contract negotiations, and the City reserves the right to seek additional assistance from other firms if the City finds this to be in the City's best interest.

3. SUBMISSION REQUIREMENTS/FORMAT

Proposers shall prepare their proposals using the following format:

TAB— A: LETTER OF TRANSMITTAL

This letter will summarize in a brief and concise manner the Proposer's understanding of the Scope of Work and make a positive commitment. The letter must name all persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal. **An authorized agent of the firm shall sign the transmittal letter.**

TAB— B: ORGANIZATION PROFILE AND QUALIFICATIONS

The following information shall be provided to allow the City to determine whether the proponent is qualified to perform the work specified. **Offeror must have demolition experience in order to be considered.**

A. Address in detail the firm's ability and experience in the provision of similar services.
B. Provide responses to Statement of Bidder's Qualifications **(see Section VI~ Forms)**
C. Describe in detail the complete demolition services provided by your firm.
D. Provide copy of all licenses required to perform the requirements of the services in the RFP specifications, to include but not limited to the following: Commercial and Residential demolition.
E. Provide the company's State of Florida license for the removal of asbestos; qualifying agent must be employed with the company listed on the license.
F. Provide proof of "Asbestos Specific" general liability insurance and Workman's Compensation insurance with proposal response.
G. Include a signed statement indicating your company will adhere to the Level1A Certification requirements.

- Include the **Request for Proposals and Proposer Acknowledgement** page in this section.

This section must describe the proposer, including firm size, range of services, and relevant experience. Include résumés for key personnel and identify the individuals responsible for supervising and performing the work. Provide at least two (2) clients with similar projects work has been performed within the last five (5) years.

TAB— C: CERTFICATES AND BUSINESS REQUIREMENTS

i. Provide general information regarding the firm's experience and approach to floodplain management, flood risk communication, data integration, and public-facing tools related to community resilience. W-9 Form **(see Section VI Forms)**

ii. Provide copy of a current valid business license. Vendors shall submit, with their bid or proposal, a copy of the Business License (Occupation License) that is required to conduct business at your location.

- **Businesses located within the City of Fort Pierce**: Provide a valid Certificate of Use per Ordinance No. 24-019.

- **Businesses located outside the City of Fort Pierce**: Provide a valid Business Tax Receipt (Occupational License) or equivalent from your jurisdiction.

iii. Provide copies of any required professional licenses or certificates necessary to perform the services described in this RFP.

TAB— D: SCOPE OF SERVICES / TECHNICAL APPROACH

Service Plan

Provide information regarding the time schedules for all projects. Indicate how many days advance notice will be required for a demolition service. The contractor will be responsible for ensuring utilities to structures not being demolished will not be interrupted. Provide a narrative describing how you will handle this and any additional changes. Additionally, list the tests that will be used for sampling bulk materials for asbestos.

TAB – E: REFERENCES

Include at least three (3) references including when and where your business provided similar services. Please provide the names and telephone numbers of contact person for each reference.

- The City reserves the right to conduct reference checks for firms submitting proposals. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the contract to be executed based on the RFP, the City may, at is sole discretion, determine that the firms is not the most qualified firm and may selected the next highest ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the Vendor.

TAB— F: ADDITIONAL DATA

Include any completed forms or documentation not associated with the previous tabs and any additional information the proposer considers pertinent for consideration. This tab should also include any required forms referenced in **Section V – Required Forms** that were not covered under previous tabs.

4. PROPOSED COMPENSATION

Complete and include the Proposal Pricing Form (see Section VI – Forms)

Proposals should include completed cost estimate sheets and any other necessary cost information in a separate, sealed envelope or PDF file marked “Cost Estimates”. The City plans to evaluated the qualifications of all firms submitting proposals before considering the Cost Estimates.

SECTION VI

REQUIRED FORMS

The forms listed in this section are to be complete and submitted with your proposal, under **Tab F.**

SUMMARY OF REQUIRED FORMS

Form No. 1 – Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (1 page)
The prospective contractor of the recipe must certify by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Form No. 2 – Drug Free Workplace Certification (1 page)
If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your bid package. If your company has a Program, sign and return the form.

shall be attached to the proposal form.

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

Form No. 3 – E-Verify Affidavit (1 page)
Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Form No. 4 – Affidavit Regarding the Use Coercion for Labor or Service (2 page)
The Affidavit must be completed by a person authorized to make this attestation to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors 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 recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

_____

Name and Title of Authorized Representative

_____

_____ _____

Signature **Date**

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

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

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

_____
Proposer's Signature

_____
Date

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

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

by _____
(Print individual's name and title)

for _____

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

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

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

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

convicted of a public entity crime in Florida during the preceding 36 months shall

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

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

_____Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____
(Name of individual signing)

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

this day_____of _____, 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: **DEMOLITION & ABESTORS/LEAD BASED PAINT ABATEMENT**

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

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

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

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

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

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

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

notarization this _____day of _____, 20____by

_____, who is □ personally known or □ produced identification

(ID produced:_____).

Signature: _____(Seal) NOTARY PUBLIC

My Commission Expires: _____

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

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____State:_____Zip Code:_____

Phone Number: _____Email Address:_____

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

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

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

By:_____ _____
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF _____

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

this _____day of _____, 20__

by who is

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

Notary Public Signature: _____ (Seal)

Print Name: _____My Commission Expires: _____

STATEMENT OF BIDDER QUALIFICATIONS

The following information shall be provided with proposal submittal to allow the City to determine if the offeror is qualified to perform the work specified:

1) Name of Vendor/Company

2) Permanent main office address

3) When organized

4) If a corporation, when/where incorporated

5) How many years have you been engaged in business under your present company/trade name?

6) General character of work performed by your company.

7) List your equipment available for this project.

8) Provide resumes of key personnel who will be assigned to the contract, including photocopies of all licenses and/or certifications.

9) Provide contact person who will be directly responsible for this contract and direct telephone number.

10) Have you ever failed to complete a project and/or defaulted on a contract? If so, specify when, where and with whom.

PROPOSAL PRICING FORM
DEMOLITION & ASBESTOS/LEAD BASE PAINT ABATEMENT
RFP No. 2026-008

The following proposal(s) is submitted on behalf of: _____ for the requested services, in accordance with the agreements and specifications contained in RFP No. 2026-008.

We have carefully examined that this proposal package and understand the provisions, terms, and conditions concerning the equipment, materials, supplies or services as called for. With full knowledge and understanding of the requirements in the Proposal Package, We hereby agree to furnish and deliver services as indicated at the prices quoted herein as follows:

NOTE: All price columns must be completed. Where indicated, provide pricing for demolition including the removal of slabs (including slabs) and pricing in instances where slabs remain and are not removed (excluding slabs).

RESIDENTIAL STRUCTURES			
Item	**Structure Type/Size Range**	**Price Per Square Foot To Demolish**	
1.1	**WOOD FRAME**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
1.1.1	**0 - 500 Sq. Ft.**	**$**	**$**
1.1.2	**501 - 1,000 Sq. Ft.**	**$**	**$**
1.1.3	**1,001 - 2,000 Sq. Ft.**	**$**	**$**
1.2	**CONCRETE BLOCK**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
1.2.1	**0 - 500 Sq. Ft.**	**$**	**$**
1.2.2	**501 - 1,500 Sq. Ft.**	**$**	**$**
1.2.3	**1,501 - 3,000 Sq. Ft.**	**$**	**$**
1.2.4	**3,001 - 5,000 Sq. Ft.**	**$**	**$**
1.3	**MOBILE HOME**		
1.3.1	**0 - 500 Sq. Ft. without tongue & axle**	**$**	
1.3.2	**0 - 500 Esq. with tongue & axle**	**$**	
1.3.3	**501 – 1,000 Sq. Ft. without tongue & axle**	**$**	
1.3.4	**501 - 1,000 Esq. with tongue & axle**	**$**	
1.4	**MULTI-STORY MASONRY**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
1.4.1	**0 – 5,000 Sq. Ft.**	**$**	**$**
1.5	**MULTI-STORY WOOD**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
1.5.1	**0 – 5,000 Sq. Ft.**	**$**	**$**
1.6	**BURNT BUILDINGS**		
1.6.1	**0 – 5,000 Sq. Ft.**	**$**	**$**

COMPANY NAME **AUTHORIZED SIGNATURE** **DATE**

COMMERCIAL/INDUSTRIAL			
Item	**Structure Type/Size Range**	**Price Per Square Foot To Demolish**	
2.1	**METAL**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
2.1.1	**0 - 1000 Sq. Ft.**	**$**	**$**
2.1.2	**1,001 - 1,500 Sq. Ft.**	**$**	**$**
2.1.2	**1,501 - 2,500 Sq. Ft.**	**$**	**$**
2.1.2	**2,501 - 5,000 Sq. Ft.**	**$**	**$**
2.1.2	**5,001 - 10,000 Sq. Ft.**	**$**	**$**
2.2	**WOOD FRAME**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
2.2.1	**0 - 1000 Sq. Ft.**	**$**	**$**
2.2.2	**1,001 - 1,500 Sq. Ft.**	**$**	**$**
2.2.3	**1,501 - 2,000 Sq. Ft.**	**$**	**$**
2.3	**CONCRETE BLOCK**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
2.3.1	**0 - 1000 Sq. Ft.**	**$**	**$**
2.3.2	**1,001 - 1,500 Sq. Ft.**	$	**$**
2.3.3	**1,501 - 2,000 Sq. Ft.**	**$**	**$**
2.4	**MULTI-STORY MASONRY**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
2.4.1	**0 – 5,000 Sq. Ft.**	**$**	**$**
2.5	**MULTI-STORY WOOD**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
2.5.1	**0 – 5,000 Sq. Ft.**	**$**	**$**
2.6	**BURNT BUILDINGS**		
2.6.1	**0 – 5,000 Sq. Ft.**	**$**	**$**

ASBESTOS SURVEYS FOR RESIDENTIAL STRUCTURES		
Item	**House Size Range**	**Survey Price**
3.1.1	**0 - 1000 Sq. Ft.**	**$**
3.1.2	**501 – 1,000 Sq. Ft.**	**$**
3.1.3	**1,001 – 2,000 Sq. Ft.**	**$**
3.1.4	**2,001 – 3,000 Sq. Ft.**	**$**
3.1.5	**3,001 – 5,000 Sq. Ft.**	**$**
3.1.6	**5,001 – 10,000 Sq. Ft.**	**$**

COMPANY NAME **AUTHORIZED SIGNATURE** **DATE**

Item	Turn-around Time	Lab Fee
3.2.1	3 Hours	**$**
3.2.2	6 Hours	**$**
3.2.3	24 Hours	**$**
3.2.4	48 Hours	**$**
3.2.5	72 Hours	**$**
3.2.6	96 Hours	**$**
3.2.7	1 Week	**$**
3.2.8	2 Weeks	**$**

4.0 ASBESTOS ABATEMENT: Vendors shall provide unit prices per square footage for the following non-conclusive listing of asbestos containing materials:

Transite/asbestos shingles (asbestos siding)	$_____ Sq. Ft
Asbestos roofing/flashing	$_____ Sq. Ft
Floor tile (including mastic)	$_____ Sq. Ft
Additional layer(s) floor tile (including mastic)	$_____ Sq. Ft
Vinyl sheet flooring (including mastic)	$_____ Sq. Ft
Insulation	$_____ Sq. Ft
Ceiling title	$_____ Sq. Ft
Caulking	$_____ Sq. Ft
Ceiling plaster	$_____ Sq. Ft
Wall plaster	$_____ Sq. Ft
Window glazing	$_____ Sq. Ft
Pipe insulation (up to 2”)	$_____ Sq. Ft
Pipe insulation (over 2” up to 4”)	$_____ Ln. Ft
Foam insulations	$_____ Ln. Ft
Mud on joins	$_____ Per joint
Sprayed on sink coating	$_____ Ln. Ft.

COMPANY NAME **AUTHORIZED SIGNATURE** **DATE**

5.0 NON-ORGANIC FILL MATERIAL AND CONCRETE PADS: Occasionally, the City encounters basement or cellar openings that may need to be filled. Provide a unit price per cubic yard of non-organic fill material, to be placed in the basement opening. Should it be determined that mobile home (concrete) pads require removal, provide a unit price per square yard for removal and disposal of same:

Non-organic fill material: $_____Cu. Yd. Removal of concrete pads: $_____Cu. Yd.

6.0 ADDITIONAL ITEMS:

Install silt fencing	$_____ Ln. Ft.
Cork insulation with mastic	$_____ Cu Ft.
Install sod	$_____ Sq. Ft.
Hydro Seeding permanent mix	$_____ Sq. Ft.

7.0 LEAD ABATEMENT: Abate and dispose of lead-based paint as identified in housing being rehabilitated. Contractor shall be properly licensed, trained and protected workers. Abatement shall be performed in accordance with applicable EPA, OSHA and HUD regulations. Due to the uniqueness of each property, Contractor will be required to provide cost at the time services are needed.

COMPANY NAME **AUTHORIZED SIGNATURE** **DATE**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF FORT PIERCE
PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is Request for Proposal cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Include proof of proper licensing as stated in proposal documents.		
Are all of the Required forms complete and included?		
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?		
Did you submit your bid electronically?		
For Hard Copy Submissions Only: Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?		
For Hard Copy Submissions Only: Proposal envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information?		
Is each Addendum (when issued) signed and included?		

PLEASE SIGN AND RETURN WITH PROPOSAL

_____

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: 01/26/2026

RECOMMENDATION FOR AWARD

Solicitation No: RFP #2026-008

Solicitation Title: Demolition & Asbestos/Lead Based Paint Abatement

Solicitation Advertisement: 11/25/2025, 12/2/2025

Solicitation Due Date: 12/29/2025

Award Authority:
- [x] **City Commission**
- [ ] **City Manager**
- [ ] **Purchasing Manager**
- [ ] **Director of Finance**
- [ ] **Planning Board**
- [ ] **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From: Shaun Coss, Interim Community Response Direct

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: Cross Environmental Services, Inc.

Initial Term Amount: $75,000

Contract Terms, if applicable: Two-years; three one-year renewal options

Award is based on the following concurrence (s):

Highest ranked proposer based on competitively bid evaluation criteria.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Shaun Coss, Assistant Building Director / Interim Community Response Director**

FROM: **Monica Gonzales, Purchasing Specialist** *Monica Gonzales*

SUBJECT: **RFP No. 2026-008 – Demolition & Asbestos/Lead Based Paint Abatement**

DATE: **January 7, 2026**

On September 30, 2025, the Purchasing Division received specifications to go out for bid on the above subject proposal. The proposal was advertised on November 25 and December 2, 2025, with a scheduled opening at 3:00 PM on December 29, 2025. Attached is the tabulation sheet for the above referenced proposal and the submittal checklist. A copy of each submittal received will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 640 vendors. Fifteen (15) vendors requested specifications with four (4) responding (33.33%) 1 "No Bid" (33.33% total responses).

Evaluation Phase

The next step in this process is the Evaluation Phase. The purpose of this phase is to determine whether the proposal received is responsive to RFP requirements, complete the ranking, and determine a recommendation to award. This phase consists of identifying an Evaluation Committee, meetings, and ranking of the proposal.

The members of the Evaluation Committee will need to be identified as well as scheduling of the **initial meeting**. It is my recommendation that a committee of three or five members are selected with you acting as Team Leader. A representative from Purchasing will serve as the Committee Liaison and should be present for any meetings.

During the initial meeting, the following roles are suggested to be assigned, if applicable to the project scope of work and necessary to determine an awardee:

1. **Team Leader**: Sets up team, coordinates strategies, sets timetables, assigns roles along with the Project Manager.
2. **Project Manager**: Person or representative responsible for leading the entire project through initiation, planning, execution, control, and completion; representative from department involved in service.
3. **Financial Analyst**: Price and Cost Analyst to compare proposals and check financial data.
4. **Technical Advisor(s)**: References, licensing, background checks, local preference, etc.
5. **Committee Member**: Evaluates the solicitation and will cast a vote.

Copies of the proposals and supporting documentation will be emailed to you and those carbon copied on this memo. Once the Evaluation Committee members have been established, they will be provided a copy of the responsive submittal.

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

The entire process including approval of Commission must be complete by **March 1, 2026**, which is the expiration date of the proposal and responses.

/mg

Attachments: Bid Tabulation
Recommendation for Award Form (Fillable)
Submittal Response Checklist
Submittals

CC: Johnna Morris, Director of Finance

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF PROPOSALS

RFP ON:	**DEMOLITION & ASBESTOS/LEAD BASED PAINT ABATEMENT**
RFP NUMBER:	**2026-008**
OPENING DATE:	**12/29/25 at 3:00pm**
RECOMMENDED AWARD:	**Pending**

RESPONSE
5 of 15 = 33.33%
1 "No Bids"
Total = 33.33%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR
BRJ Restoration, LLC *(No- Bid)*
Cross Environmental Services, Inc *Crystal Springs, FL*
L.E.B. Demolition & Consulting Contractors, Inc *Fort Pierce, FL*
Mueller Construction & Management Company *Jupiter, FL*
Samsula Demolition *New Smyrna Beach, FL*

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

RFP No. 2026-008

Demolition & Asbestos/ Lead Based Paint Abatement

Prepared for:

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

Submission Deadline
December 29, 2025, 3:00 PM

Cross Environmental Services, Inc.
P.O. Box 1299, Crystal Springs, FL 33524
(813)783-1688 | www.crossenv.com
CGC062981 | CJC049572

December 22, 2025

Table of Contents

TAB – A: LETTER OF TRANSMITTAL 2
TAB – B: ORGANIZATION PROFILE AND QUALIFICATIONS 4
TAB – C: CERTIFICATES AND BUSINESS REQUIREMENTS 8
TAB – D: SCOPE OF SERVICES / TECHNICAL APPROACH 15
TAB – E: REFERENCES 16
TAB – F: ADDITIONAL DATA 17

TAB – A: LETTER OF TRANSMITTAL

December 17, 2025

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

Subject: Response to RFP No. 2026-008 – Demolition & Asbestos/Lead-Based Paint Abatement

Dear Evaluation Committee:

Cross Environmental Services, Inc. ("CES") is pleased to submit our proposal in response to the City's Request for Proposals for comprehensive demolition services. We fully understand the scope of work outlined in the RFP, which includes safe, efficient, and compliant demolition of public buildings and condemned private structures, as well as asbestos and lead-based paint abatement, debris removal, utility abandonment, site grading, and sod installation. CES is committed to performing all work in strict compliance with applicable local, State, and Federal regulations, including NESHAP requirements where hazardous materials are present.

With over 37 years of experience and a proven track record of delivering demolition and abatement projects for municipalities and state agencies, CES is uniquely qualified to meet the City's needs. Our corporate headquarters in Crystal Springs, Florida, along with our Pompano Beach, Florida office, ensures that we can efficiently service this contract and respond promptly to project requirements. Supported by a full-time staff of over 80 professionals and an extensive fleet of specialized equipment, CES guarantees timely and cost-effective completion of all assignments.

The following individuals are authorized to make representations and negotiate on behalf of CES:

- Clyde "Al" Biston – Owner / President
  Email: cab@crossenv.com
- John Tostanoski – Vice President
  Email: jt@crossenv.com
- Scott Millard – Vice President
  Email: smillard@crossenv.com
- Colleen Strott – Assistant Secretary
- Diane Watson – General Counsel
  Email: diane@crossenv.com

CES appreciates the opportunity to partner with the City of Fort Pierce and is committed to providing exceptional service under this agreement. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Colleen Strott
Assistant Secretary
Cross Environmental Services, Inc.
P.O. Box 1299 | Crystal Springs, FL 33524
(813) 783-1688 | www.crossenv.com

TAB – B: ORGANIZATION PROFILE AND QUALIFICATIONS

Cross Environmental Services, Inc. ("CES") is a specialty environmental contractor with over 37 years of experience providing demolition and abatement services for municipalities, state agencies, and private entities across Florida and 11 other states. CES was founded on February 10, 1988, in Florida. Our corporate office is located at 39646 Fig Avenue, Zephyrhills, FL 33540. We have two satellite offices, one in Pompano Beach, FL and the other in Fort Walton Beach, FL.

Since its founding in 1988, CES has grown into one of Florida's largest asbestos abatement and demolition firms, with a proven track record of delivering safe, efficient, and compliant services on an as-needed basis. Our expertise includes asbestos and lead-based paint abatement, hazardous material removal, structural and interior demolition, debris removal, utility abandonment, site grading, and sod installation. CES has successfully completed numerous term contracts for the Florida Department of Transportation and multiple counties, demonstrating our ability to manage complex demolition projects while adhering to all regulatory requirements.

CES meets all qualifications outlined in the RFP and maintains all required licenses, certifications, and insurance coverage. We hold a Florida Certified General Contractor license (CGC062981) and a Florida Asbestos Abatement Contractor license (CJC049572), with the qualifying agent employed by CES. Proof of general liability insurance and Workers' Compensation coverage is included in this proposal.

Our firm employs over 80 full-time professionals, including project managers, safety directors, operators, and administrative staff. Key personnel include Clyde "Al" Biston (Owner/President), John Tostanoski (VP/Project Management), Scott Millard (VP/Project Manager), and Elijah Brown, ASP (Health and Safety Director). Resumes for these individuals are attached to this section. CES's in-house resources and extensive fleet of specialized equipment allow us to respond quickly to project demands without reliance on subcontractors, ensuring quality, safety, and timeliness.

CES offers a comprehensive range of demolition-related services, including pre-demolition assessments and asbestos surveys (provided by consultant), permit procurement and NESHAP notifications, asbestos and lead-based paint abatement, structural demolition using specialized hydraulic excavators, debris removal and lawful disposal at state-approved facilities, utility abandonment, and site grading with sod installation. Our approach emphasizes safety, environmental compliance, and efficiency, supported by decades of hands-on experience and advanced equipment.

In the past five years, CES has successfully completed similar projects, including a term contract for asbestos abatement and demolition for the Florida Department of Transportation Turnpike District (2021–2026) with an average annual contract value of $438,270, a term contract for demolition for FDOT District 3 (2023–2026) averaging $817,366 annually, and serving as an approved demolition contractor for Hernando County (2025–2027). These projects demonstrate CES's ability to deliver high-quality demolition and abatement services on time and within budget while maintaining strict compliance with all applicable regulations.

CES maintains an extensive fleet of demolition and remediation equipment, including excavators of various sizes, roll-off trucks and containers, water buffalos, and a comprehensive range of specialized tools. A detailed schedule of available demolition equipment is provided below for reference.

Number of Units	Type of Equipment
17	Skid Steers
7	Loaders
20	Excavators
11	Pick Up Trucks
8	Dump Trucks
6	Roll Offs
8	Service Trucks
5	Simi Transports
4	Eager Beavers
8	WaterBuffalos
7	Dump Trailers
7	Heavy Trailers
25	Utility Trailers/Encl

CES has proudly partnered with FDOT through term contracts for more than 25 years. We currently hold demolition and/or asbestos abatement contracts across Districts 2–7 as well as the Florida Turnpike.

Florida Department of Transportation Term Contracts

District	Contract No.	Address	Point of Contact	Service	Term
II	DOR58	1109 S. Marion Ave, MS 2020 Lake, City, FL 32025	Julie Bassett 904-360-5597 julie.bassett@dot.state.fl.us	ACM	8/3/2022-8/2/2027
II	DOX48	1109 S. Marion Ave, MS 2020 Lake, City, FL 32025	Jake Boozer 386-758-3756 Jake.boozer@dot.state.fl.us	Demolition	09/01/2023 - 09/01/2025
III	DOJ43	1074 Hwy 90, Chipley, FL 32428	Heather Banas 850-330-1317 heather.banas@dot.state.fl.us	Demolition	5/1/2023-4/30/2026
IV	BE914	3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309	Dan Marwood 954-777-4238 Dan.Marwood@dot.state.fl.us	Demolition	1/20/2020 - 1/19/2030
IV	DON34	3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309	Dan Marwood 954-777-4238 Dan.Marwood@dot.state.fl.us	ACM	2/10/2021-2/9/2026
V	BEI38	719 S. Woodland Blvd., DeLand, FL 32720-6834	Dana English 386-943-5030 dana.english@dot.state.fl.us	ACM / Demolition	1/31/2025-1/30/2028
VI	DOU85	1000 NW 111th Ave., Room 6105-B, Miami, FL 33172	Maria Llanes 850-414-4100 Maria.Llanes@dot.state.fl.us	ACM	5/15/2023-5/14/2026
VI	DOV62	1000 NW 111th Ave., Room 6105-B, Miami, FL 33172	Maria Llanes 850-414-4100 Maria.Llanes@dot.state.fl.us	Demolition	8/1/2023-7/31/2026
VII	DOR53	11201 N. McKinley Dr., MS 7-120, Tampa FL 33612	Lori Vicari 813-975-6199 Lori.vicari@dot.state.fl.us	ACM/ Demolition	8/1/2022-7/31/2027
Turnpike	DOP32	PO Bos 613069 Milepost 263, Building 5315 Ocoee, FL 34761	Yvette Guerrero 407-264-3226 Yvette.guerrero@dot.state.fl.us	ACM/ Demolition	12/28/2021 -2/27/2026

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Pritchard, Inc. 3111 W Dr Martin Luther King Jr Blvd Suite 350 Tampa FL 33607 License#: 70726	**CONTACT NAME:** Chayla Deitz **PHONE (A/C, No, Ext):** 813-498-1197 **FAX (A/C, No):** **E-MAIL ADDRESS:** cdeitz@sspins.com
INSURED Cross Environmental Services, Inc. P.O. Box 1299 Crystal Springs FL 33524 CROSENV-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Nautilus Insurance Company — 17370 **INSURER B :** Key Risk Insurance Company — 10885 **INSURER C :** Great Divide Insurance Company — 25224 **INSURER D :** Starr Indemnity & Liability Company — 38318 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1082621531 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR X Max Agg $10M X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			ECP2046241-10	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG BI/PD Deductible	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $5,000 per Occ
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAP2046239-10	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ $10,000
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED / X RETENTION $ N/A			FFX2046242-10	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA2046240-10	3/1/2025	3/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A D	Professional/Pollution Equipment Floater			ECP2046241-10 ITA100065453525	3/1/2025 3/1/2025	3/1/2026 3/1/2026	Per Incident Leased/Rented Catastrophe	$1,000,000 $550,000 $3,138,253

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following applies when required in a written contract or agreement: Certificate holder and owner are included as Additional Insured on a Primary and Non-Contributory basis with respect to General Liability (including Completed Operations), Auto Liability and Umbrella. Waiver of Subgrogation is provided on General Liability, Auto Liability, Umbrella and Workers Compensation. Umbrella Follows Form.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

TAB – C: CERTIFICATES AND BUSINESS REQUIREMENTS

State of Florida
Department of State

I certify from the records of this office that CROSS ENVIRONMENTAL SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on February 10, 1988.

The document number of this corporation is M67631.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 6, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of January, 2025

Secretary of State

Tracking Number: 5449083639CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Authorized signers:

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 06, 2025
Secretary of State
5449083639CC

DOCUMENT# M67631

Entity Name: CROSS ENVIRONMENTAL SERVICES, INC.

Current Principal Place of Business:

39646 FIG AVENUE
ZEPHYRHILLS, FL 33540

Current Mailing Address:

PO BOX 1299
CRYSTAL SPRINGS, FL 33524 US

FEI Number: 59-2866646

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

WATSON, DIANE
39646 FIG AVE
ZEPHYRHILLS, FL 33524 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DIANE WATSON 01/06/2025
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PD	Title	SV
Name	BISTON, CLYDE A.	Name	TOSTANOSKI, JOHN
Address	PO BOX 1299	Address	1910 NW 22 COURT
City-State-Zip:	CRYSTAL SPRINGS FL 33524	City-State-Zip:	POMPANO BEACH FL 33069
Title	TV	Title	ASST. SECRETARY
Name	ROSENBAUER, SHARON M	Name	SCHAEFER, TONI
Address	14041 TENTH ST	Address	PO BOX 1299
City-State-Zip:	DADE CITY FL 33525	City-State-Zip:	CRYSTAL SPRINGS FL 33524
Title	ASST. SECRETARY	Title	VP
Name	STROTT, COLLEEN	Name	BISHOP, BRANDON
Address	PO BOX 1299	Address	753 LOVEJOY RD.
City-State-Zip:	CRYSTAL SPRINGS FL 33524	City-State-Zip:	FT WALTON BEACH FL 32548
Title	VP		
Name	MILLARD, SCOTT		
Address	1910 NW 22 COURT		
City-State-Zip:	POMPANO BEACH FL 33069		

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN TOSTANOSKI SECRETARY 01/06/2025
Electronic Signature of Signing Officer/Director Detail — Date

A W-9 has been included under Tab F.

PASCO COUNTY BUSINESS TAX RECEIPT

2026
Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

ACCOUNT #:: 07647

SIC CODE: 1522.00

CROSS ENVIRONMENTAL SERVICES INC

PO BOX 1299
CRYSTAL SPRINGS, FL 33524

TYPE OF BUSINESS
GENERAL CONTRACTOR

STATE LICENSE # /or COUNTY COMP CARD #
CGC062981

OWNER/QUALIFYING AGENT
BISTON CLYDE ALAN

LOCATION ADDRESS:
39646 FIG AVE
ZEPHYRHILLS, FL 33540-3140

DATE	RECEIPT	AMOUNT
07/23/2025	25-0-144689	207.50

PASCO COUNTY BUSINESS TAX RECEIPT

2026
Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

ACCOUNT #:: 06382

SIC CODE: 1541.01

CROSS ENVIRONMENTAL SERVICES INC

PO BOX 1299
CRYSTAL SPRINGS, FL 33524-1299

TYPE OF BUSINESS
ASBESTOS CONTRACTOR

STATE LICENSE # /or COUNTY COMP CARD #
CJC049572

OWNER/QUALIFYING AGENT
BISTON CLYDE ALAN

LOCATION ADDRESS:
39646 FIG AVE
ZEPHYRHILLS, FL 33540-3140

DATE	RECEIPT	AMOUNT
07/23/2025	25-0-144687	207.50

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector
-THIS IS NOT A BILL - DO NOT PAY

7172940

RECEIPT NO.
RENEWAL
7451954

BUSINESS NAME/LOCATION
CROSS ENVIRONMENTAL SERVICES INC
DOING BUSINESS IN DADE COUNTY

EXPIRES
SEPTEMBER 30, 2026
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER	SEC.	TYPE OF BUSINESS	PAYMENT RECEIVED BY TAX COLLECTOR
CROSS ENVIRONMENTAL SERVICES INC C/O CLYDE A BISTON PRES	196	GENERAL BUILDING CONTRACTOR	75.00 07/30/2025
Worker(s) 1	CGC062981		PTBTC-25-134062

LBT

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.
The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.
For more information, visit mdctaxcollector.gov

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector
-THIS IS NOT A BILL - DO NOT PAY

7172952

RECEIPT NO.
RENEWAL
7451968

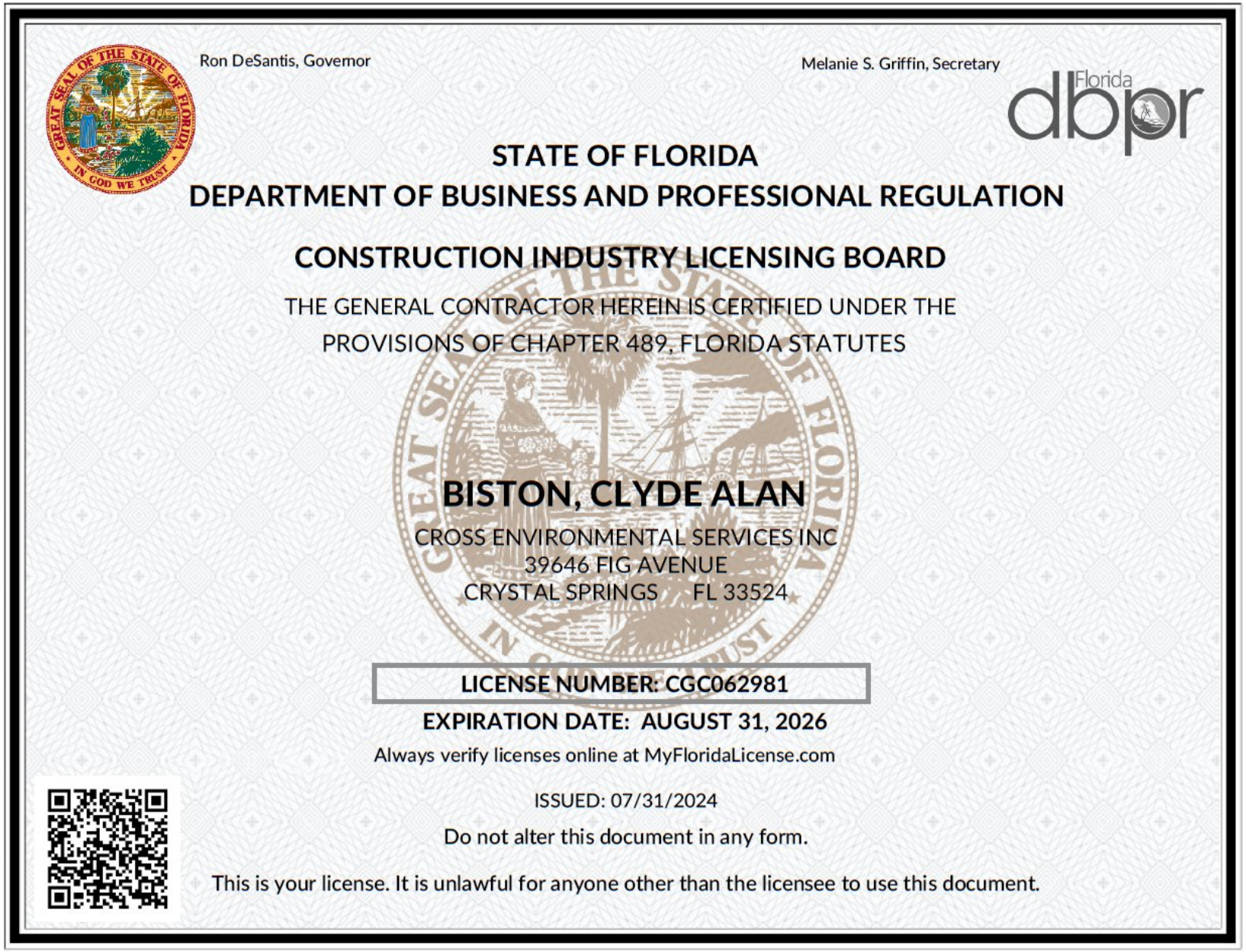
BUSINESS NAME/LOCATION
CROSS ENVIRONMENTAL SERVICES INC
DOING BUSINESS IN DADE COUNTY

EXPIRES
SEPTEMBER 30, 2026
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER	SEC.	TYPE OF BUSINESS	PAYMENT RECEIVED BY TAX COLLECTOR
CROSS ENVIRONMENTAL SERVICES INC C/O CLYDE A BISTON PRES	196	SPECIALTY BUILDING CONTRACTOR	75.00 07/30/2025
Worker(s) 1	CJC049572		PTBTC-25-134056

LBT

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.
The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.
For more information, visit mdctaxcollector.gov



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BISTON, CLYDE ALAN

CROSS ENVIRONMENTAL SERVICES INC
39646 FIG AVENUE
CRYSTAL SPRINGS FL 33524

LICENSE NUMBER: CGC062981

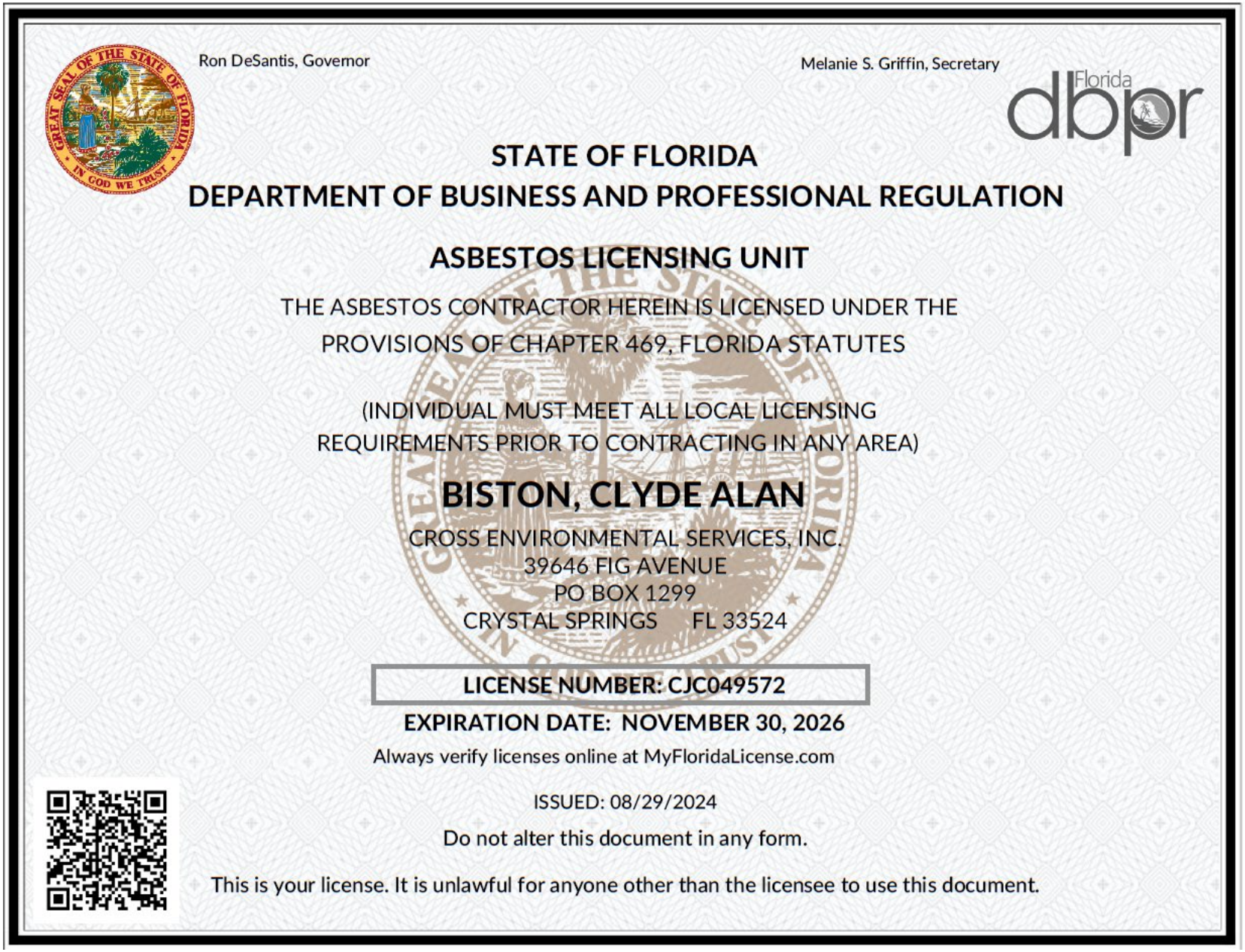
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/31/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONTRACTOR HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

BISTON, CLYDE ALAN

CROSS ENVIRONMENTAL SERVICES, INC.
39646 FIG AVENUE
PO BOX 1299
CRYSTAL SPRINGS FL 33524

LICENSE NUMBER: CJC049572

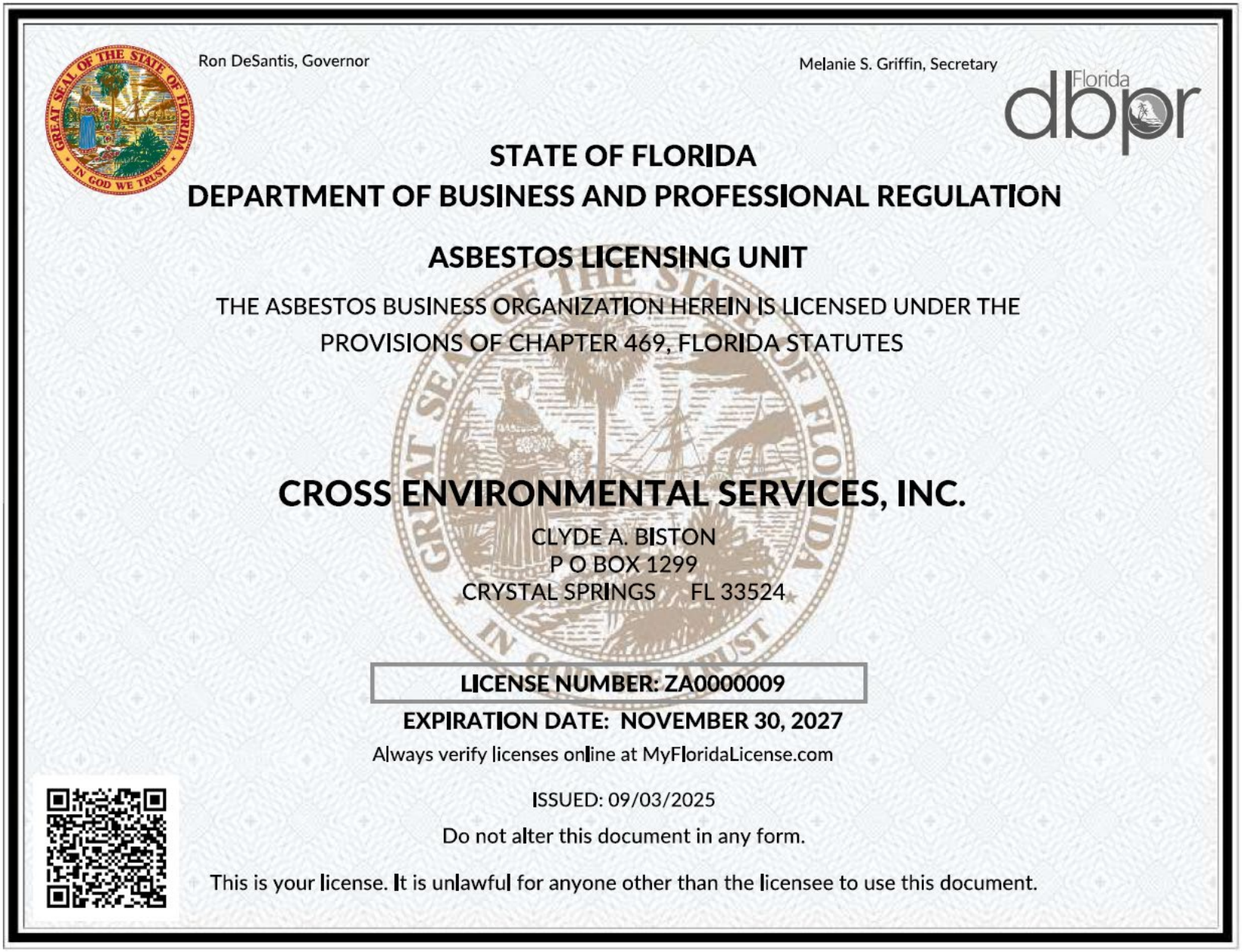
EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

CROSS ENVIRONMENTAL SERVICES, INC.

CLYDE A. BISTON
P O BOX 1299
CRYSTAL SPRINGS FL 33524

LICENSE NUMBER: ZA0000009

EXPIRATION DATE: NOVEMBER 30, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/03/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

United States Environmental Protection Agency

This is to certify that

Cross Environmental Services, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires October 05, 2027

LBP-1890-3
Certification #

July 30, 2024
Issued On

Marc Edmonds, Chief
Risk Assessment Management Branch 2.

TAB – D: SCOPE OF SERVICES / TECHNICAL APPROACH

Initiation of Demolition Project

1. PROPOSAL
    a. Inspect project site and evaluate project. 2 DAYS
    b. Develop material, equipment and manpower rates, including an estimate for the asbestos survey for the property. 1 DAY
    c. Supply unit rates to establish total cost for the scope of work. 1 DAY
    d. Provide proposal for Asbestos Survey and Demolition to Ft. Pierce. 1 DAY

2. ACCEPTANCE OF PROPOSAL AND ISSUANCE OF A NOTICE TO PROCEED
    a. Mobilize to perform asbestos survey. 7 – 14 Days NOTE 1
    b. Based on results from the survey, prepare asbestos abatement proposal if abatement is required. 2 DAYS
    c. Following acceptance of proposal and notice to proceed, submit a ten-day DEP Notification for asbestos abatement and demolition activities. Initiate demo permitting submittals. 1 DAY
    d. No abatement can proceed until the 10 days from filing has elapsed.
    e. Abatement of asbestos containing materials (ACM's) generally 1-14 days depending on quantities of ACM present and the size of the structure to be demolished.
    f. Perform pre-demo activities (rodent control, underground locates, and engage subcontractors if needed for the cuts and caps (HVAC, plumbing/septic, well etc. 10 DAYS NOTE 2
    g. Upon receipt of the demolition permit from the local building department (timing unknown), mobilize to the site to begin demolition activities. 2-3 DAYS
    h. Proceed to demolish the structure per the requirements of the notice to proceed. 2-14 DAYS depending on site conditions and structure size. Site to be left rough graded and free of all demolition debris.
    i. Deliver final report including Daily Logs, visual inspections, final clearance certifications and Final Site photos. 7-14 DAYS

Note 1: Asbestos survey required for both abatement and demolition DEP notifications and permitting and must be the first item performed. CES pricing includes a third party Licensed Asbestos Consultant to perform the survey. PCM testing of bulk samples will be reported back in the survey report.

Note 2: A building department file review is part of the initial site inspection and evaluation. Data from this review plus information from the site underground locates gives the contractor a clearer understanding of the underground utilities and what needs to be cut and capped at the site, and what needs to be avoided to maintain utility operations for the surrounding areas.

TAB – E: REFERENCES

Florida Department of Transportation – District 3
1074 Hwy 90 East, Chipley, FL 32428
Heather Banas | 850-330-1317 | heather.banas@dot.state.fl.us
Term Contract DOJ43, Demolition | 5/1/2023 – 4/30/2026
Average annual contract amounts to $817,366
Demolition of various structures within the District's right-of-way.

Dominguez Design-Build, Inc.
314 Spring St. Ste B, Pensacola, FL 32501
Shawn Dominguez | 852-776-9618 | shawn@ddbconstuct.com
Project – Gulfport NCBC Buildings 316 & 318 | 9/05/2024 – 8/14/2025
Demolition of buildings 316, 318, 318F NCBC Gulfport as the subcontractor to Dominguez for NAVFAC Engineering Systems.

Florida Department of Transportation - Turnpike District
P.O. Box 613069, Milepost 263, Building 5315, Ocoee, FL 34761
Yvette Guerreo | 407-264-3226 | Yvette.guerrero@dot.stat.fl.us
Term Contract DOP32, Asbestos Abatement and Demolition | 12/28/2021 – 2/27/2026
Average annual contract amounts to $438,270
Demolition and asbestos abatement of various structures within the District's right-of-way.

Hernando County
15470 Flight Path Drive, Brooksville, FL 34604
Barbara Trent | btrent@co.hernando.fl.us
Request for Pre-Qualification | 23-RFQ00435/TPR | Awarded 7/25/2025 – 6/24/2027
Average annual contract amounts to $49,615
Approved demolition contractor for the Hernando County.

TAB – F: ADDITIONAL DATA

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, 772-467- 3102	**RFP NO: 2026-008**
Pre-Qualification Conference Time & Date: **N/A**	**RFP Title: DEMOLITION & ASBESTOS/LEAD BASED PAINT ABATEMENT**
Pre-Qualification Conference Location: **N/A**	**RFP Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Bid Due Date & Time: **10:00 AM, MONDAY, DECEMBER 22, 2025**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.**
Bidder Name: Cross Environmental Services, Inc. --- **Mailing Address:** P.O. Box 1299 --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X Colleen Strott **Authorized Signature (Manual)**
City, State, Zip Code: Crystal Springs, FL 33524	**Typed or Printed Name:** Colleen Strott
Type of Entity (Select one): **Corporation** x **Partnership** _____ **Proprietorship** _____	**Title:** Assistant Secretary
Incorporated in the State of: Florida **Year:** 1988	**Delivery in** 30 days after receipt of permits **days, ARO**
Phone Number: 813-783-1688	**Payment Terms: Net 30 Days**
Fax Number: 813-788-9114	**FEIN or SS Number:** 59-2866646
E-Mail Address: ces@crossenv.com	**Local Business:** ___Y x N **MWBE:** ___Y x N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors 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 recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Cross Environmental Services, Inc.

Name and Title of Authorized Representative

Colleen Strott, Assistant Secretary

Colleen Strott

Signature

12/17/2025

Date

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Cross Environmental Services, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

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

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

Colleen Shott
Proposer's Signature

12/17/2025
Date

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

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

by Colleen Strott, Assistant Secretary
(Print individual's name and title)

for Cross Environmental Services, Inc.

whose business address is 39646 Fig Ave, Zephyrhills FL 33540

(If applicable) its Federal Employer Identification Number (FEIN) is 59-2866646

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

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

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

convicted of a public entity crime in Florida during the preceding 36 months shall

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

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

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

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

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

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

_____
(Signature)

12/17/2025
(Date)

STATE OF Florida

COUNTY OF Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority

Colleen Strott

(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this day 17 of December, 2025.

Notary Public State of Florida
Jennifer Quiros Barria
My Commission HH 463666
Expires 11/13/2027

(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: **DEMOLITION & ABESTORS/LEAD BASED PAINT ABATEMENT**

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

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

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

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

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

Contractor/Proposer/Bidder Company Name: Cross Environmental Services, Inc.

Authorized Company Person's Signature: Colleen Stott

Authorized Company Person's Title: Assistant Secretary

Date: 12/17/2025

STATE OF FLORIDA
COUNTY OF Pasco

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 17 day of December, 2025 by Cross Environmental Services, Inc., who is ☑ personally known or ☐ produced identification (ID produced:).

Signature: Jennifer Quiros Barria (Seal) NOTARY PUBLIC

My Commission Expires:

Notary Public State of Florida
Jennifer Quiros Barria
My Commission HH 463666
Expires 11/13/2027

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

Vendor name: Cross Environmental Services, Inc.

Authorized Representative's Name and Title: Colleen Strott, Assistant Secretary

Address: P.O. Box 1299 / 39646 Fig Ave.

City: Crystal Springs State: FL Zip Code: 33540

Phone Number: 813-783-1688 Email Address: ces@crossenv.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: Colleen Strott | Colleen Strott, Assistant Secretary | 12/17/2025

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Pasco

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

this 17 day of December, 2025

by who is

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

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

Notary Public State of Florida
Jennifer Quiros Barria
My Commission HH 463666
Expires 11/13/2027

STATEMENT OF BIDDER QUALIFICATIONS

The following information shall be provided with proposal submittal to allow the City to determine if the offeror is qualified to perform the work specified:

1) Name of Vendor/Company Cross Environmental Services, Inc.

2) Permanent main office address Corporate office: 39646 Fig Ave, Zephyrhills, FL 33540
Mailing address: P.O. Box 1299 Crystal Springs, FL 33524

3) When organized February 10, 1988

4) If a corporation, when/where incorporated February 10, 1988, Florida

5) How many years have you been engaged in business under your present company/trade name? 37 years

6) General character of work performed by your company. Demolition and asbestos, lead, mold removal

7) List your equipment available for this project. *

8) Provide resumes of key personnel who will be assigned to the contract, including photocopies of all licenses and/or certifications. see attached

9) Provide contact person who will be directly responsible for this contract and direct telephone number. John Tostanoski, O: 954-583-9528 ext. 362, C: 954-444-4448, jt@crossenv.com

10) Have you ever failed to complete a project and/or defaulted on a contract? If so, specify when, where and with whom. No

* CES owns a fleet of excavators in various sizes, roll-off trucks & containers, water buffalos, and a wide range of tools and equipment used for demolition and remediation projects

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See Specific Instructions on page 3

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cross Environmental Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 1299

Requester's name and address (optional)

6 City, state, and ZIP code
Crystal Springs, FL 33524

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
59-2866646

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ Colleen Stott **Date** ▶ 12/17/2025

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF FORT PIERCE
PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is Request for Proposal cover page (page 1) completed, signed and attached?	x	
Include proof of proper insurance as stated in bid documents.	x	
Include proof of proper licensing as stated in proposal documents.	x	
Are all of the Required forms complete and included?	x	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	x	
Did you submit your bid electronically?	x	
For Hard Copy Submissions Only: Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?		
For Hard Copy Submissions Only: Proposal envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information?	x	
Is each Addendum (when issued) signed and included?		

PLEASE SIGN AND RETURN WITH PROPOSAL

Cross Environmental Services, Inc.

December 22, 2025

CITY OF FORT PIERCE

RFP NO. 2026-008

DEMOLITION & ASBESTOS / LEAD BASED PAINT ABATEMENT

The purpose of this Addendum is to clarify and extend the proposal submission due date.

It has been brought to the City's attention by an interested party that the solicitation documents reference two different proposal submission due times. To avoid confusion and to ensure a fair and equal opportunity for all proposers, the proposal submission deadline is hereby revised.

The submission due date is extended from **10:00 AM on December 22, 2025**, to:

3:00PM, MONDAY DECEMBER 29, 2025

All other conditions of this Request for Proposals remain the same.

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

Signature: _____
Manual

Signature: Colleen Strott
Typed or Printed

Company Name: Cross Environmental Services, Inc.

Address: P.O. Box 1299

Crystal Springs, FL 33524

Date: 33524

/mw

PROPOSAL PRICING FORM
DEMOLITION & ASBESTOS/LEAD BASE PAINT ABATEMENT
RFP No. 2026-008

The following proposal(s) is submitted on behalf of: Cross Environmental Services, Inc. for the requested services, in accordance with the agreements and specifications contained in RFP No. 2026-008.

We have carefully examined that this proposal package and understand the provisions, terms, and conditions concerning the equipment, materials, supplies or services as called for. With full knowledge and understanding of the requirements in the Proposal Package, We hereby agree to furnish and deliver services as indicated at the prices quoted herein as follows:

NOTE: All price columns must be completed. Where indicated, provide pricing for demolition including the removal of slabs (including slabs) and pricing in instances where slabs remain and are not removed (excluding slabs).

RESIDENTIAL STRUCTURES			
Item	Structure Type/Size Range	Price Per Square Foot To Demolish	
1.1	**WOOD FRAME**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
1.1.1	**0 - 500 Sq. Ft.**	$9.50	$1.00
1.1.2	**501 - 1,000 Sq. Ft.**	$9.50	$1.00
1.1.3	**1,001 - 2,000 Sq. Ft.**	$9.50	$1.00
1.2	**CONCRETE BLOCK**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
1.2.1	**0 - 500 Sq. Ft.**	$14.00	$2.00
1.2.2	**501 - 1,500 Sq. Ft.**	$11.00	$1.00
1.2.3	**1,501 - 3,000 Sq. Ft.**	$11.00	$1.00
1.2.4	**3,001 - 5,000 Sq. Ft.**	$11.00	$1.00
1.3	**MOBILE HOME**		
1.3.1	**0 - 500 Sq. Ft. without tongue & axle**	$10.00	
1.3.2	**0 - 500 Esq. with tongue & axle**	$10.00	
1.3.3	**501 – 1,000 Sq. Ft. without tongue & axle**	$10.00	
1.3.4	**501 - 1,000 Esq. with tongue & axle**	$10.00	
1.4	**MULTI-STORY MASONRY**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
1.4.1	**0 – 5,000 Sq. Ft.**	$12.00	$2.00
1.5	**MULTI-STORY WOOD**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
1.5.1	**0 – 5,000 Sq. Ft.**	$12.00	$ 2.00
1.6	**BURNT BUILDINGS**		
1.6.1	**0 – 5,000 Sq. Ft.**	$11.00	$1.00

Cross Environmental Services, Inc. Colleen Stroll 12/17/2025

COMPANY NAME **AUTHORIZED SIGNATURE** **DATE**

COMMERCIAL/INDUSTRIAL			
Item	Structure Type/Size Range	Price Per Square Foot To Demolish	
2.1	METAL	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.1.1	0 - 1000 Sq. Ft.	$10.00	$2.00
2.1.2	1,001 - 1,500 Sq. Ft.	$10.00	$2.00
2.1.2	1,501 - 2,500 Sq. Ft.	$9.00	$2.00
2.1.2	2,501 - 5,000 Sq. Ft.	$9.00	$2.00
2.1.2	5,001 - 10,000 Sq. Ft.	$8.00	$1.00
2.2	WOOD FRAME	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.2.1	0 - 1000 Sq. Ft.	$12.00	$2.00
2.2.2	1,001 - 1,500 Sq. Ft.	$12.00	$2.00
2.2.3	1,501 - 2,000 Sq. Ft.	$11.00	$2.00
2.3	CONCRETE BLOCK	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.3.1	0 - 1000 Sq. Ft.	$11.00	$1.00
2.3.2	1,001 - 1,500 Sq. Ft.	$11.00	$1.00
2.3.3	1,501 - 2,000 Sq. Ft.	$11.00	$1.00
2.4	MULTI-STORY MASONRY	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.4.1	0 – 5,000 Sq. Ft.	$12.00	$2.00
2.5	MULTI-STORY WOOD	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.5.1	0 – 5,000 Sq. Ft.	$ 12.00	$ 2.00
2.6	BURNT BUILDINGS		
2.6.1	0 – 5,000 Sq. Ft.	$ 11.00	$ 1.00

ASBESTOS SURVEYS FOR RESIDENTIAL STRUCTURES		
Item	House Size Range	Survey Price
3.1.1	0 - 1000 Sq. Ft.	$1,955.00
3.1.2	501 – 1,000 Sq. Ft.	$1,955.00
3.1.3	1,001 – 2,000 Sq. Ft.	$2,500.00
3.1.4	2,001 – 3,000 Sq. Ft.	$3,200.00
3.1.5	3,001 – 5,000 Sq. Ft.	$4,595.00
3.1.6	5,001 – 10,000 Sq. Ft.	$6,400.00

Cross Environmental Services, Inc. Colleen Stott 12/17/2025

COMPANY NAME AUTHORIZED SIGNATURE DATE

Item	Turn-around Time	Lab Fee
3.2.1	3 Hours	$46.00 each layer
3.2.2	6 Hours	$29.00 each layer
3.2.3	24 Hours	$17.50 each layer
3.2.4	48 Hours	$17.50 each layer
3.2.5	72 Hours	$17.50 each layer
3.2.6	96 Hours	$17.50 each layer
3.2.7	1 Week	$17.50 each layer
3.2.8	2 Weeks	$17.50 each layer

4.0 ASBESTOS ABATEMENT: Vendors shall provide unit prices per square footage for the following non-conclusive listing of asbestos containing materials:

Transite/asbestos shingles (asbestos siding)	$4.50 Sq. Ft
Asbestos roofing/flashing	$6.00 Sq. Ft
Floor tile (including mastic)	$3.75 Sq. Ft
Additional layer(s) floor tile (including mastic)	$2.00 Sq. Ft
Vinyl sheet flooring (including mastic)	$6.00 Sq. Ft
Insulation	$3.75 Sq. Ft
Ceiling title	$3.25 Sq. Ft
Caulking	$325.00 Sq. Ft
Ceiling plaster	$8.00 Sq. Ft
Wall plaster	$7.50 Sq. Ft
Window glazing	$325.00 Sq. Ft
Pipe insulation (up to 2")	$7.50 Sq. Ft
Pipe insulation (over 2" up to 4")	$8.00 Ln. Ft
Foam insulations	$7.75 Ln. Ft
Mud on joins	$50.00 Per joint
Sprayed on sink coating	$4.25 Ln. Ft.

Cross Environmental Services, Inc. Colleen Shutt 12/17/2025

COMPANY NAME **AUTHORIZED SIGNATURE** **DATE**

5.0 NON-ORGANIC FILL MATERIAL AND CONCRETE PADS: Occasionally, the City encounters basement or cellar openings that may need to be filled. Provide a unit price per cubic yard of non-organic fill material, to be placed in the basement opening. Should it be determined that mobile home (concrete) pads require removal, provide a unit price per square yard for removal and disposal of same:

Non-organic fill material: $120.00 Cu. Yd. Removal of concrete pads: $40.00 Cu. Yd.

6.0 ADDITIONAL ITEMS:

Install silt fencing	$7.00 Ln. Ft.
Cork insulation with mastic	$8.00 Cu Ft.
Install sod	$1.00 Sq. Ft.
Hydro Seeding permanent mix	$0.35 Sq. Ft.

7.0 LEAD ABATEMENT: Abate and dispose of lead-based paint as identified in housing being rehabilitated. Contractor shall be properly licensed, trained and protected workers. Abatement shall be performed in accordance with applicable EPA, OSHA and HUD regulations. Due to the uniqueness of each property, Contractor will be required to provide cost at the time services are needed.

Cross Environmental Services, Inc.	Colleen Stott	12/17/2025
COMPANY NAME	**AUTHORIZED SIGNATURE**	**DATE**

RFP NO. 2026-008
DEMOLITION ASBESTOS/LEAD BASED PAINT ABATEMENT
CUMULATIVE EVALUATION MATRIX

Firms	SHAUN COSS	DANIELLE GONCALVES	ISAAC SAUCEDO	Totals
Cross Environmental Services, Inc *(Crystal Springs, FL)*	90	98	89	**277**
L.E.B. Demolotion & Consulting Contracrtors, Inc *(Fort. Pierce FL)*	95	72	83	**250**
Mueller Construction & Management *(Jupiter, FL)*	65	79	84	**228**
Samsula Demolition *(New Smyrna Beach, FL)*	62	87	85	**234**

CRITERIA	POINTS
Qualifications / Experience : Evaluates the proposer's demonstrated experience and qualifications to perform demolition services and asbestos/lead-based paint abatement in accordance with the RFP and supporting documentation.	**35**
Service Plan: Technical approach for completing project-by-project assignments safely, efficiently, and in compliance with the RFP scope, including schedules/advance notice, utility coordination, and asbestos sampling/testing approach, based primarily on Tab D (Scope of Services / Technical Approach).	**30**
Verification of availability of equipment: Proposer shows it has adequate equipment available to perform the required demolition, debris removal, and related services as needed, based on the equipment information provided in the qualifications materials.	**15**
Past contracts with the City and other governmental jurisdiction: Relevant past performance and reliability on similar work for the City and/or other governmental entities, based on information provided in Tab E (References) and any documented prior contract experience included in the proposal.	**10**
Cost Proposal: Evaluate the reasonableness and competitiveness of the proposer's pricing submitted on the Proposal Pricing Form in accordance with the RFP instructions for sealed cost submission and unit pricing categories.	**10**
TOTAL	**100**

November 19, 2025

CITY OF FORT PIERCE

FORT PIERCE, FLORIDA

RFP NO. 2026-008

Sealed proposals will be received by the City of Fort Pierce, Fort Pierce, Florida, in the Purchasing Division, until:

10:00 AM, MONDAY, DECEMBER 22, 2025

for furnishing:

DEMOLITION & ASBESTOS/LEAD-BASED PAINT ABATEMENT

in accordance with detailed specifications available upon request in the Purchasing Division, City Hall, 100 N. U.S. 1, Fort Pierce, Florida. Copies of the documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com, or on the web site of the City of Fort Pierce https://www.cityoffortpierce.com/Bids.aspx?CatID=17and Demandstar.com (www.demandstar.com).

The City of Fort Pierce encourages Minority/Women Owned Business Enterprise participation.

CITY OF FORT PIERCE

Gelencia Carter
Purchasing Manager

PUBLISH: **11/25 and 12/2/2025 (Tribune)**

NOTE: **PLEASE BILL THIS AD TO THE CITY OF FORT PIERCE ACCOUNT NO. 463454 (T11504099)**

City Commission Regular Meeting - 5:05 PM			**11. B.**
Meeting Date:	03/02/2026		
Re:	Approval of an Interlocal Agreement between St. Lucie County and City of Fort Pierce for Art Conservator Services		
Submitted For:	Audria Moore, Special Projects Coordinator, City Manager		

SUBJECT:

Approval of an Interlocal Agreement between St. Lucie County and the City of Fort Pierce for art conservation services in the amount of $36,487.50.

SUMMARY:

The City of Fort Pierce is asked to approve an interlocal agreement with St. Lucie County for the restoration of eight (8) County-owned public art sculptures currently displayed on City property. Once the repairs are complete, the County will officially transfer ownership of the eight (8) pieces, including two (2) additional pieces of public art, to the City of Fort Pierce. These sculptures have been part of the community for over a decade and were originally acquired through the County's public art program.
Under the agreement:

- The County will oversee restoration work through a vendor selected via a competitive RFP process in 2025.
- Restoration includes assessment, cleaning, structural repairs, and preservation to professional conservation standards.
- Estimated City's shared cost for repairs: **$36,487.50 (Total project cost: $72,975)**
- Upon completion of repairs, ownership of the sculptures will transfer to the City of Fort Pierce.
    - Estimated annual maintenance cost: **$9,260** for routine inspection and upkeep of all sculptures. The City will need to identify a vendor through the competitive bid process for the continuing maintenance of the public art pieces.

Locations include: City Hall, Fort Pierce Police Station, Marina Square, Veterans Memorial Park, Ave D Roundabout, and MLK Dreamland Park.

RECOMMENDATION:

Statt recommends approval of the Interlocal Agreement between St. Lucie County and City of Fort Pierce for Art Conservator Services.

ALTERNATIVES:

Amend or deny the Interlocal Agreement.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Richard D. Chess, City Manager
City Attorney's Office
Arts & Culture Advisory Board
Charlotte Bireley, Tourism & Venues Director Visit St. Lucie
Mayte Santamaria, Deputy County Administrator

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2026
Account:	100-1111-519-549875
Amount:	$36,487.5

FISCAL IMPACT:

The total cost is $72,975 for this initiative. The City's share is $36,487.50. Funding will be allocated from the Art In Public Places account (100-1111-519-000-0000-549875). The fund balance is approximately $100,000.

Attachments

Interlocal Agreement

Bid Responses to St. Lucie County RFP

City Attorney Memo

INTERLOCAL AGREEMENT
BETWEEN ST. LUCIE COUNTY AND CITY OF FORT PIERCE
FOR ART CONSERVATOR SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2026, by and between **ST. LUCIE COUNTY,** a political subdivision of the State of Florida, hereinafter referred to as the "County" and the **CITY OF FORT PIERCE,** a Florida municipal corporation, hereinafter referred to as the "City."

WHEREAS, the City and County recognize the vital importance public art plays in building community identity, attracting tourism and economic investment, improving citizens' well-being, and beautifying public spaces; and

WHEREAS, the City and County have identified 10 pieces of public art within the City of Fort Pierce reflective of the history, culture, and values of the City of Fort Pierce and St. Lucie County, 8 of which are in need of repairs and refurbishment; and

WHEREAS, the County has entered into a contract with a vendor to perform repairs and refurbishments on the pieces of public art; and

WHEREAS, the City and the County wish to cooperate in sharing the cost for the repair and refurbishments of the public art pieces that are located on City-owned or controlled property; and

WHEREAS, the City and the County desire to transfer ownership of the 10 public art pieces on City-owned or controlled property from the County to the City; and

WHEREAS, the City and the County desire to enter into this Agreement pursuant to Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," which authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with each on a basis of mutual advantage; and

WHEREAS, entering into this Agreement is in the best interest of the citizens of the City and the County.

1. **Authority:** This Agreement is authorized pursuant to Section 163.01, Florida Statutes.

2. **Scope of Services Provided by the County:** The County shall:

A. Enter into a contract with a qualified vendor for Art Conservator Services to perform quality repairs and refurbishment of 8 pieces of public art.

B. Prepare official documentation for transfer of ownership from the County to the City once all public art pieces have been repaired and refurbished.

C. The 10 artwork pieces, their locations, and their respective share of the cost of $72,975 are:

1. Blind Date
   a. Location: Fort Pierce City Hall, 100 N. US Hwy 1, Fort Pierce, 32950
   b. Allow the City of Fort Pierce to relocate the Blind Date sculpture to its new location on Savannah Road prior to the start of repair and restoration.
   c. Age: Purchased and/or installed in 2007
   d. Cost to Repair/Refurbish: $4,115.00

2. Which Way Did They Go
   a. Location: Fort Pierce Police Department, 920 S. US Hwy 1, Fort Pierce, 34950
   b. Age: Purchased and/or installed in 2007
   c. Cost to Repair/Refurbish: $14,815.00

3. Fire Sentinel
   a. Location : Fort Pierce Marina Square, 1 Avenue A, Fort Pierce, 34950
   b. Age: Purchased and/or installed in 2007
   c. Cost to Repair/Refurbish: $4,360.00

4. Lush Serendipity
   a. Location: Veterans Memorial Park, 600 N. Indian River Dr., Fort Pierce, 34950
   b. Age: Purchased and/or installed in 2006
   c. Cost to Repair/Refurbish: $12,455.00

5. Away
   a. Location: Veterans Memorial Park, 600 N. Indian River Dr., Fort Pierce, 34950
   b. Age: Purchased and/or installed in 2006
   c. Cost to Repair/Refurbish: $20,390.00

6. Florida Highwaymen Obelisk
   a. Location: Avenue D / 15th Street Roundabout, Fort Pierce, 34950
   b. Age: Purchased and/or installed in 2009

c. Cost to Repair/Refurbish: $5,515.00

7. Zora Neale Hurston Memorial
   a. Location: Garden of Heavenly Rest Cemetery, 1815 N. 17th St., Fort Pierce, 34950
   b. Age: Purchased and/or installed in 2010
   c. Cost to Repair/Refurbish: $4,360.00

8. Mosaic Tile Splash Pad
   a. Location: MLK Dreamland Park, 25 Atlantic Ave., Fort Pierce, 34950
   b. Age: Purchased and/or installed in 2008-2010
   c. Cost to Repair/Refurbish: $6,965.00

9. Picnic Under the Wave
   a. Location: City of Fort Pierce Public Works, 52 Savannah Rd., Fort Pierce, 34982
   b. Age: Purchased and/or installed in 2009
   c. Cost to Repair/Refurbish: n/a (was decommissioned due to disrepair)

10. 911 Memorial for Cee Ross Lyle
    a. Location: Riverwalk Center, 600 N. Indian River Dr., Fort Pierce, 34982
    b. Age: Purchased and/or installed in 2005
    c. Cost to Repair/Refurbish: n/a (no repair needed)

3. Scope of Services Provided by the City: The City shall:

A. Provide access to each location of the public art pieces in need of repair and refurbishment.

B. Provide access and coordination should a public art piece need to be removed and repaired to a location more suitable for the vendor. Once complete, vendor will reinstall the art piece in the same location.

C. After each public art piece has been completely repaired and refurbished, the County will invoice the City 50% of each public art piece's cost to repair and/or refurbish. Total amount is estimated at $72,975. The City of Fort Pierce will be invoiced by the County for a total amount not to exceed $36,487.50, once all repairs are completed.

D. After the 8 public art pieces have been completely repaired and refurbished, the County will transfer ownership of the 10 public art pieces to the City. The City will be responsible for all future maintenance, repair, refurbishment, relocation, etc. of the public art pieces upon the transfer of ownership.

4. Terms of the Agreement: The initial term of this Agreement shall be three (3) years from the effective date unless sooner terminate by either party. The term of the Agreement shall be automatically extended in three (3) year increments unless either party notifies the other party of its desire to terminate the Agreement which notice must be provided in writing at least ninety (90) days before the end of the then current term. Either party may terminate this Agreement by providing thirty (30) days written notice to the other.

5. Complete Understanding: The Agreement contains a complete understanding of the parties hereto, notwithstanding any previous written or oral understandings between the parties on the same subject.

6. Public Records:

The City and the County shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes (2024), and made or received by the City or the County in conjunction with this Interlocal. Specifically, the City shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Upon completion of the Interlocal, transfer, at no cost, to the City or the County, respectively, all public records in possession of the City or the County or keep and maintain public records required by the County to perform the service. If the City or the County transfers all public records upon completion of the Interlocal, the City and the County shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the City or the County keeps and maintains public records upon completion of the Interlocal, the City and the County shall meet all applicable requirements for retaining public records. All record stored electronically must be provided to the City or the County, upon request from the City or the County's custodian of public records, in

a format that is compatible with the information technology system of the City or the County, respectively.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 11, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-467-3065, PUBLIC RECORDS@CITYOFFORTPIERCE.COM, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

7. **Notices:** Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and hand delivered or sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

As to City:

Fort Pierce City Manager
Post Office Box 1480
Fort Pierce, Florida 34954

With a copy to:

Fort Pierce City Attorney
Post Office Box 1480
Fort Pierce, Florida 34954

As to County:

St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 34982

or to such other address as the parties may from time to time specify by writing. Notice shall be deemed to have been delivered and given for all purposes, upon the date actually received or refused. Any such notice may at any time be waived by the person entitled to receipt of such notice.

8. **Amendments:** No amendment, modification, or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing and signed by both parties, and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

9. **Further Documents:** Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

10. **Sections-Captions:** Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent of intent of this Agreement or any provision hereof.

11. **Severability:** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegibility or invalidity shall not affect the validity of the remainder of this Agreement.

12. **Governing Law:** This Agreement and the rights of the Parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida.

13. **Filing; Effective Date:** This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, prior to its effectiveness.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals this _____ day of _____, 2025.

AS TO ST. LUCIE COUNTY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
COUNTY ATTORNEY

AS TO THE CITY OF FORT PIERCE:

ATTEST:

CITY OF FORT PIERCE

BY: _____
LINDA COX, CITY CLERK

BY: _____
LINDA HUDSON, MAYOR

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
SARA HEDGES, CITY ATTORNEY

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 25-031
Art Conservator Services

January 23, 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: Is there a budget for this contract?
A1: There is no set budget for this project, as this is the first time the County has requested these services from an outside contractor. For background purposes, the funding for this project is generated by the County's Art in Public Places program which requires a 2% contribution of the County built capital projects and a contribution of 1% of the County built transportation project costs. The Art in Public Places funding from these capital projects also supports promotion, advertising, administration, and other costs associated with acquiring new art pieces for the Art in Public Places program.

Q2: Is the field notes available for the referenced Exhibit (X) for the 27 public works items that require restoration.
A2: Public Arts Sculpture Assessment 2024 is included in this addendum.

Please sign and include in submittal.

Name of Firm: RLA CONSERVATION

Signature: N. Hall

Date: 2/17/2025

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 2

RFP No. 25-031
Art Conservator Services

February 7, 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: Question/concern about the "Long Term", where it mentions installation/deinstallation/transportation of small to monumental objects. Will the selected firm be required to actually perform these processes, our firm would provide oversight and even manage/subcontract these services, but would be challenging for most qualified conservation firms to self-perform monumental sculpture installation/transportation, etc.
A1: Overseeing a subcontractor to install/deinstall/ transport art items is acceptable and should be include in the overall cost within the proposal.

Q2: In review of Section 3 qualifications requirements, is the degree from a recognized Conservation Program by AIC a requirement? Or would St Lucie County accept experience in lieu of the degree. We have local conservators who are highly skilled in the area of restoration but without this degree. They do have 20+ years of restoration experience. Is the degree optional or required as part of this RFP?
A2: St. Lucie County will consider detailed restoration experience in lieu of the degree.

Please sign and include in submittal.

Name of Firm: RLA CONSERVATION

Signature: [signature]

Date: 2/17/2025

ST. LUCIE COUNTY, FL

RFP No. 25-031 – Art Conservator Services
February 19, 2025

Prepared for:
Desiree Cimino, Purchasing Manager
St. Lucie County Purchasing
2300 Virginia Avenue, Room 228
Fort Pierce, FL 34982
Email: ciminod@stlucieco.org

Prepared by:
RLA Conservation, LLC
Nelson Hallonquist, Director of Operations
5418 Packard Street
Los Angeles, CA 90019
nhallonquist@rlaconservation.com

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

PROPOSER'S CHECK LIST

PROPOSALS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with your proposal.

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

__ Enclose **Five (5) complete** sets of the RFP package (one marked original, and four marked copy), including all handwritten sections, **and five (5) sets of any descriptive literature, brochures and/or supporting data**. Please make and retain a separate copy of this proposal package for your records.

__ Proposal Forms, must be complete and have a manual signature (original signature) preferably signed in blue ink.

__ Include proof of proper licensing as stated in proposal documents.

__ 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.

__ Return proposal in an envelope or package with the proposal number and name of proposal printed on the front of the envelope. If Fed-Ex or UPS-please keep proposal in a separate sealed envelope when placing, it in their packaging.

__ Acknowledge in the proposal all addendums issued and manually sign each addendum sheet and submit it with your proposal.

__ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the proposal.

__ If you desire a copy of the proposal tabulation list, include a **self-addressed, stamped envelope** for proposal tabulation to be mailed back to you.

NH

PLEASE INITIAL AND RETURN WITH PROPOSAL FORM

ATTACHMENT "A"
PROPOSER'S QUALIFICATIONS STATEMENT

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

Proposer's Name and Principal Address:

RLA Conservation

5418 Packard Street, Los Angeles, CA 90019

Contact Person's Name and Title: Nelson Hallonquist, Director of Operations

Proposer's Telephone and Fax Number: Tel. 323-377-8425 Fax. 323-297-5197

Proposer's License Number: License not required for this field, certificate of status attached
(Please attach certificate of status, and/or state registration.)

Proposer's Federal Identification Number: 26-1841204

Number of years your organization has been in business 17 years

State the number of years your firm has been in business under your present business name
17 years

State the number of years your firm has been in business in the work specific to this RFP:
17 years

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

Christina Varvi, President & Chief Conservator

Nelson Hallonquist, Director of Operations

Benjamin Brandfon, Chief Financial Officer

The business is a: Sole Proprietorship ☐ Partnership ☑
Corporation ☐

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

None

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No

Are you an ☑ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

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

Nelson Hallonquist

By _____
(Signature)

ATTACHMENT "B"

NON-COLLUSIVE AFFIDAVIT

STATE OF Florida

COUNTY OF Miami Dade

Patricia Oblak being first duly sworn, deposes and says that:

Proposer Nelson Hallonquist (RLA Conservation) is the,
(_____Owner, X Partner, _____ Officer, _____ Representative or _____ Agent).

Proposer is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal 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 Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

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

By _____

Subscribed and sworn to before me this 14th day of February, 20 25.

Patricia Oblak
Notary Public (Signature)

PATRICIA OBLAK
MY COMMISSION # HH 251259
EXPIRES: August 8, 2026

My Commission Expires: 8.8.26

ATTACHMENT "C"

CONFIRMATION OF DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that 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 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 Proposal 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 Proposal, 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 contenders to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after 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.

Vendor's Signature

ATTACHMENT "D"

SIGNATURE PAGE

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per the agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract.

2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects.

3. The Proposer has read and complied with and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Qualifications.

4. The proposer certifies that he or she has not divulged, discussed, or compared his or her submittal with other proposers and has not colluded with any other proposer or parties to a submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the County vendor list(s).

5. The proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or COUNTY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.

6. The undersigned certifies that if the firm is selected by the County, the firm will negotiate in good faith to establish an agreement.

7. Proposer understands that all information listed above may be checked by St. Lucie County and Proposer authorizes all entities or persons listed in this proposal submittal to answer any and all questions. Proposer hereby indemnifies the St. Lucie County and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this 14 day of February, 2025.

Please check one: _____ Individual X Partnership _____ Non-incorporated Organization

RLA Conservation
Witness

Witness
Lydia Garcia Puente
Printed

RLA Conservation
Company

By
Nelson Hallonquist, Director of Operations
Printed Name, Title

(If a corporation, affix seal)

Incorporated under the laws of the State of (if applicable) California.

TABLE OF CONTENTS

Tab 1. Letter of Transmittal Page 3

Tab 2. Organization, Profile and Qualifications Page 4

a. Staff Resumes
b. Attachment A
c. RLA Conservation Articles of Incorporation
d. Florida Certificate of Status

Tab 3. Quality of Past Work Page 11

Tab 4. Experience Page 14

Tab 5. Cost Page 15

Tab 6. Additional Data Page 62

a. Attachment B – Non-Collusive Affidavit
b. Attachment C – Confirmation of Drug Free Work Place
c. Attachment D – Signature Page

Addendum #1

Addendum #2

TAB 1. LETTER OF TRANSMITTAL

February 18th, 2025

Desiree Cimino, Purchasing Manager
St. Lucie County Purchasing
2300 Virginia Avenue, Rom 228
Fort Pierce, FL 34982
Email: ciminod@stlucieco.org

Dear Mrs. Cimino:

RLA Conservation, LLC (RLA) is pleased to submit the following proposal to provide restoration, maintenance, repair and conservation services for the St. Lucie County public art collection. This proposal will address the scope of work that has been communicated to RLA in RFP No 25-031 Art Conservator Services. Based upon the RFP solicitation, we understand the project to include the conservation of twenty-seven (27) art pieces which might include structural repairs, cleaning and painting; to create a better visual environment for the citizens and visitors of St. Lucie County. We confirm receipt of and have read Addendums No. 1 and No. 2.

Routine care for public art and outdoor sculpture conservation is a primary focus of our firm. RLA is a recognized national leader in the conservation of public art, serving the needs of several dozen municipal, state, and federal agencies. Our proposal demonstrates how our longstanding experience in this field and our deep knowledge of contemporary large-scale mixed media public artwork makes us uniquely qualified for this project.

The following individuals are authorized to make representations on behalf of RLA Conservation and should be contacted during the RFP process when needed:

Nelson Hallonquist, Director of Operations
5418 Packard Street
Los Angeles, CA 90019
(323) 377-8425
nhallonquist@rlaconservation.com

Thank you for the opportunity to present this proposal.

Sincerely,

Nelson Hallonquist, Director of Operations

TAB 2. ORGANIZATION, PROFILE, AND QUALIFICATIONS

COMPANY HISTORY

RLA Conservation, LLC is a full-service conservation firm founded in 2008, specializing in the preservation of sculpture, murals, fountains, architectural elements, kinetic, multi-media, electronic, three-dimensional, and contemporary artworks. Our experience with and knowledge of materials is extensive and includes (but is not limited to) mosaics, concrete, stone, metals (mild steel, bronze, aluminum, stainless steel), ceramic, glass, wood, painted surfaces, fiberglass, and mixed media, among others. RLA has fully staffed and equipped studios in Los Angeles, CA and Miami, FL. We work throughout the United States specializing in the problems that collections in urban and marine environments experience.

RLA provides routine maintenance as well as specialty cleaning and treatment campaigns of outdoor sculpture and architecture/architectural elements throughout the United States. The care of outdoor public artworks is one of the primary services of our company and involves having a broad skill base with knowledge of materials, strong communication skills with clients, as well as the ability to work through potential site logistics. Both Rosa Lowinger and Christina Varvi have lectured on the care and treatment of outdoor painted sculpture, most recently with the Getty Conservation Institute's workshop in Otterlo, Netherlands in October 2023. They have also lectured at the Getty Conservation Institute's Introduction to Conserving Modern Architecture Workshop and California Preservation Foundation Workshop on concrete in 2023. RLA's conservators and technicians are familiar with all of the major protective systems utilized for coating outdoor sculpture as well as what chemicals and equipment are best included (or avoided) for maintenance and conservation cleaning treatments. Furthermore, our conservators are OSHA 30-hour safety certified and technicians OSHA 10-hour safety certified for the construction industry, as well as all staff lift certified. As such, we are well-versed in safety protocols and the use of scaffolding, aerial work platforms and large-scale equipment.

RLA is considered a national leader in preservation and conservation of outdoor sculpture and historic architecture in both the private and public sector. In particular, we excel in treatment and maintenance of artworks in high-traffic and high security areas such as airports, transit stations/hubs, and pedestrian gathering locations (i.e. outdoor malls, convention centers, and theme parks). With an annual volume of approximately four million dollars in revenue, our company has a broad client base that includes an extraordinary number of public art agencies and public outdoor sculpture collections. Selections of these include:

Cities: Beverly Hills, Santa Monica, Los Angeles, West Hollywood, San Diego, San Francisco, Oakland, San Jose, Palm Desert, Inglewood, and Berkeley (CA); Miami Beach, Miami, Coral Gables, Fort Myers, Tampa, Jacksonville, Orlando, Palm Beach, Sarasota, Ft. Lauderdale, North Miami Beach, North Miami (FL); Honolulu (HI), Tucson, Peoria, and Surprise (AZ); Las Vegas (NV), Kansas City (MO); Dallas, Fort Worth, Lakewood, Houston (TX); Sioux Falls (SD); Sioux City (IA); Charlotte (NC).

Other Government Agencies: General Services Administration (GSA), Hawaii State Foundation for Culture and the Arts; State of California; National Theater of Costa Rica; Palm Beach Cultural Council; Long Beach Arts Council; Miami Dade (FL), Broward (FL), Los Angeles (CA), Johnson (KS) and Mecklenburg (NC) counties.

Sports, Religion, Hospitals: Houston Methodist Hospital; SoFi Stadium (Inglewood, CA); Archdiocese of Los Angeles; Belen Preparatory School (Miami), Temple Beth Am (Coral Gables).

Transit: Jacksonville International Airport, Palm Beach International Airport, San Diego International

State of Florida
Department of State

I certify from the records of this office that RLA CONSERVATION, LLC is a California limited liability company authorized to transact business in the State of Florida, qualified on April 29, 2022.

The document number of this limited liability company is M22000007761.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 7, 2025, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of February, 2025

Secretary of State

Tracking Number: 0974915788CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

LLC-1A File # 202201010137

State of California
Secretary of State

3034204 Out

Limited Liability Company
Articles of Organization - Conversion

IMPORTANT — Read all instructions before completing this form.

FILED EnR
Secretary of State
State of California
JAN 03 2022 MW
LLC

This Space For Filing Use Only

Converted Entity Information

1. Name of Limited Liability Company (The name must include the words Limited Liability Company or the abbreviations LLC or L.L.C. The words Limited and Company may be abbreviated to Ltd. and Co., respectively.)

RLA Conservation LLC

2. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

3. The limited liability company will be managed by (check only one):

☑ One Manager ☐ More Than One Manager ☐ All Limited Liability Company Member(s)

4. Initial Street Address of Limited Liability Company's Designated Office in CA	City	State	Zip Code
5418 Packard Street	Los Angeles	CA	90019

5. Initial Mailing Address of Limited Liability Company, if different from Item 4	City	State	Zip Code

6. Initial Agent for Service of Process: Item 6a: List the name of an individual or a corporation registered in CA under California Corporations Code section 1505 that agrees to be your agent for service of process. You may not list the converted entity as the agent. Item 6b: If the agent is an individual, list the agent's CA business or residential street address. Item 6c: If the agent is an individual and the converting entity is a CA corporation, limited partnership or general partnership, list the the agent's mailing address. Do not list an address if the agent is a CA registered corporate agent as the address for service of process is already on file.

a. Name of Agent For Service of Process
Rosa Lowinger

b. If an individual, Street Address of Agent for Service of Process - *Do not list a P.O. Box*	City	State	Zip Code
5418 Packard Street	Los Angeles	CA	90019

c. If an individual, Mailing Address of Agent for Service of Process	City	State	Zip Code
5418 Packard Street	Los Angeles	CA	90019

Converting Entity Information

7. Name of Converting Entity
Rosa Lowinger and Associates

8. Form of Entity	9. Jurisdiction	10. CA Secretary of State Entity Number, if any
Corporation	California	3034204

11. The principal terms of the plan of conversion were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required. If a vote was required, the following was required for each class:

The class and number of outstanding interests entitled to vote.	AND	The percentage vote required of each class.
1,000 (Common)		100%

Additional Information

12. Additional information set forth on the attached pages, if any, is incorporated herein by this reference and made part of this certificate.

13. I certify under penalty of perjury that the contents of this document are true. I declare I am the person who executed this instrument, which execution is my act and deed.

Signature of Authorized Person — Rosa Lowinger, President & CEO
Type or Print Name and Title of Authorized Person

Signature of Authorized Person — Benjamin Brandfon, Secretary & CFO
Type or Print Name and Title of Authorized Person

Secretary of State Amendment to Articles of Organization of a Limited Liability Company (LLC)

LLC-2

IMPORTANT — Read Instructions before completing this form. Filing Fee – $30.00

Copy Fees – First page $1.00; each attachment page $0.50; Certification Fee - $5.00

Note: You must file a Statement of Information (Form LLC-12), to change the business address(es) of the LLC or to change the name or address of the LLC's manager(s) and/or agent for service of process, which can be filed online at llcbizfile.sos.ca.gov/SI.

FILED
Secretary of State
State of California
03/10/2022
Filing Date

Above Space For Office Use Only

1. LLC Exact Name (Enter the exact name on file with the California Secretary of State.)

RLA Conservation LLC

2. LLC 12-Digit Entity (File) Number (Enter the exact 12-digit Entity (File) Number issued by the California Secretary of State.)

2	0	2	2	0	1	0	1	0	1	3	7

3. New LLC Name (If Amending) (See Instructions – List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State. The name must contain an LLC identifier such as LLC or L.L.C. "LLC" will be added, if not included.)

4. Management (If Amending) (Select **only** one box)

The LLC will be managed by:

☐ One Manager ■ More than One Manager ☐ All LLC Member(s)

5. Purpose Statement (Do not alter Purpose Statement.)

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

6. Additional Amendment(s) set forth on attached pages, if any, are incorporated herein by reference and made part of this Form LLC-2. (All attachments should be 8½ x 11, one-sided, legible and clearly marked as an attachment to this form LLC-2.)

Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Sign here

Benjamin Brandfon
Print your name here

Airport, Sky Harbor International (Phoenix), Los Angeles Metro, Bay Area Rapid Transit (BART).

Universities: University of Miami, Florida International University, University of Florida, University of Central Florida, Arizona State University, University of Southern California, Davidson University, California State University at Long Beach, Stetson University Law School.

Museums: The Huntington Library & Art Museum, Vizcaya Museum and Gardens, The Broad Museum, Lucas Museum of Narrative Art, ICA Miami, MOCA LA, MOCA North Miami, Chinati Foundation (Marfa, TX), St. Petersburg MFA, Lowe Art Museum (UM), Wolfsonian and Frost Art Museums (FIU), Rubell Museum, History Miami, Cummer Museum (Jacksonville), Lightner Museum (St. Augustine), Harn Museum (Gainesville), Ann Norton Sculpture Garden (Palm Beach), Getty Conservation Institute, China Alley Museum (Fresno, CA), Maitland Art + History Museum, Boca Raton Museum of Art, Palm Springs Art Museum, Miami Date College of Art + Design, Museum of Fine Arts, St. Petersburg (FL), Flagler Museum (FL), Dia Arts Foundation.

Corporate: FAENA Arts, Amblin Entertainment, Skywalker Ranch, Elwood and Associates, John Fidler Preservation Technology, RJ Heisenbottle Architects, JLHernandez Architects, Gurri Matute Architects, FGSS Architects, UTA Entertainment, Chubb Insurance, AIG Insurance, McLarens, various theme parks in Orlando.

CERTIFICATIONS

Please see the appendix at the end of this document for the following certifications:

- Christina Varvi – President & Co-Chief Conservator
  - MSHP – Columbia University
  - Recognized Professional – Association for Preservation Technology
  - Fellow – American Institute of Conservation
- Rosa Lowinger – Founder & Co-Chief Conservator
  - Fellow – American Institute of Conservation
- Caroline Dickensheets – Managing Conservator
  - MSHP – University of Pennsylvania
  - Professional Associate – American Institute of Conservation
- Elena Bowen – Associate Conservator
  - Professional Associate– American Institute of Conservation

The following are the Limited Liability Company partnership officers:

Christina Varvi - President & Chief Conservator, Partner
cvarvi@rlaconservation.com / tel: 323-377-8425

Nelson Hallonquist - Director of Operations, Partner
nhallonquist@rlaconservation.com / cell: 561-601-8798

Ben Brandfon – Chief Financial Officer, Partner
benbrandfon@rlaconservation.com / tel: 323-377-8425

Personnel Qualifications:
The following are our primary staff who would be assigned to projects. Individual resumes are attached as separate files in an appendix at the end of this document.

CHRISTINA VARVI, President / Co-Chief Conservator, **Fellow of the American Institute of Conservation and Recognized Professional of the Association for Preservation Technology,** holds an M.S. in historic preservation with a concentration in materials conservation from Columbia University's GSAPP. With RLA since 2011, she is lead onsite conservator for all Western U.S. collections of public art, including the San Diego International Airport, Cal State University Long Beach, LA Metro, and the cities of Beverly Hills, West Hollywood, Santa Monica, Sioux Falls (SD), Kansas City (MO), Southlake + Fort Worth (TX), Tucson (AZ), Johnson County (KS), City and County of Honolulu (HI), and the Hawaii State Foundation for Culture and the Arts. Materials that Christina has treated include (but are not limited to) concrete, mosaic (stone and glass), stone, patinated bronze, stainless steel, painted ferrous metal, ceramics, glass, and mixed media, among others. She is a specialist in outdoor sculpture planning, treatment, and surveys, as well as large-scale mosaics conservation and architecture surveys, testing, and specification development. Her work on mosaic conservation, published with Rosa Lowinger, can be found in the Journal of the International Institute for Conservation (IIC). In 2022 she presented two mosaic mural projects at the triennial conference for the International Council for the Conservation of Mosaics in Plovdiv, Bulgaria. She has lectured on emergency and disaster preparedness for public collections at the national level and on the field of conservation for several graduate level cultural heritage and preservation programs. She is also a certified National Heritage Responder, trained through AIC. Along with her colleagues, she has published articles in international journals regarding the care of outdoor sculpture parks and relocation of large-scale integrated architectural artworks. Christina also undertakes pre-fabrication conservation reviews of proposed artworks for the LA County Arts Commission, the Washington State Arts Commission, and the City of Los Angeles, among others. Christina is a certified CAP assessor through AIC, a certified Jahn® mortar installer, certified aerial scissor lift operator, and OSHA 30-hour safety certified for the construction industry.

ROSA LOWINGER, Founder, Co-Chief Conservator, is a **Fellow of the American Institute for Conservation (AIC) and the Association for Preservation Technology (APT).** Rosa's 30+ year career has been devoted to sculpture and monuments conservation. She holds a 1982 M.A. in art history and conservation from New York University's Institute of Fine Arts and held the 2008-09 Rome Prize in Conservation at the American Academy in Rome where she carried out a pilot project researching the history of vandalism to public art collections. Rosa was the founder of Los Angeles' Sculpture Conservation Studio and directed all conservation services there from 1988-2008, including the re-location and treatment of Helen Lundeberg's *History of* Transportation and the first Santa Monica public art survey. Her list of outdoor and public art projects is extensive. In 2010, she was hired by Smithsonian Undersecretary for Arts and Culture Richard Kurin to carry out the post-earthquake recovery of the remaining painted concrete murals at Holy Trinity Cathedral in Port-Au-Prince, Haiti, and is featured in the Smithsonian's book on the disaster recovery. From 2003-2014 she was the author of *Ask the Art Nurse* column on LA Times writer Carolina Miranda's art blog www.c-monster.net designed to provide conservation information to artists, and is featured in the Getty Conservation Institute's 2013 film on conservation of outdoor painted sculpture. She is also a consultant to the Getty Conservation Institute's Outdoor Public Sculpture initiative and has published extensively on fountains, sculpture, and public art. A renowned lecturer and teacher, Rosa has led recent workshops on conservation of outdoor metal finishes for the Association for Preservation Technology's workshops at Taliesin (June 2013), New York (October 2013), and the University of Colorado at Denver (June 2014). She was a panelist for the 2015 conference *Far-Sited: Creating and Conserving Outdoor Sculpture* and is a Board

Member of the Florida Association of Public Art Professionals, a peer reviewer for the Association for Preservation Technology Journal, Associate Editor of the University of Pennsylvania's conservation journal *Change Over Time* and a member of the Association for Preservation Technology's Technical Committee for Modern Heritage.

- After handing over ownership, Rosa now works as a consulting staff conservator for the RLA team. She will assist with reviewing proposals as well as consulting with the team on high-level conservation issues and/or discussions with the County or artists, fabricators, etc. that may occur over the course of the contract.

NELSON HALLONQUIST, Director of Operations, holds a B.A. in Sociology from the University of Central Florida. Prior to joining RLA, Nelson worked with fine art objects as a museum-quality art preparator. From 2007-2012, he was the director and lead preparator for a contemporary art gallery where he oversaw the coordination and installation of approximately 10 exhibitions annually as well as participation in numerous international art fairs, including Art Basel Miami Beach. From 2012 - 2014, he was part of a team of preparators at Curatorial Assistance in Pasadena, CA, and completed projects for multiple private clients and public institutions, such as The Huntington Library, Japanese American National Museum, Academy of Motion Picture Arts & Sciences Museum, The Annenberg Space for Photography, and Los Angeles County Museum of Art. Since joining RLA, Nelson has served as the chief technician for all of RLA's California, west, and mid-west based sculpture and public art projects, architectural elements, and maintenance for private clients. His work includes treatments and maintenances for the Cities of Beverly Hills (CA), Pasadena (CA), Oakland (CA), Southlake (TX), Kansas City (MO), the Huntington Library, San Diego International Airport, Casa del Herrero, and many private clients throughout southern California. Nelson is versed in the maintenance and treatment of bronze, stainless steel, painted mild steel, ceramic, electronic media, stone, wood, glass, and plaster, among other materials. In addition to treatments/maintenances, Nelson performs condition assessments and documentation, both written and photographic. He is a certified Jahn® mortar installer and recently was selected to participate in the Getty Conservation Institute's workshop "Bronze Patination for Conservators." Nelson moved into the Director of Operations role in 2021 and continues with project management, planning and implementation of on-site treatments.

CAROLINE DICKENSHEETS, Managing Conservator (Miami), is a **Professional Associate of the AIC** and holds a 2019 M.S. in Historic Preservation with a focus in Conservation from the University of Pennsylvania. She received her bachelor's degree in Architecture and Art History from Wellesley College. During her graduate studies, she was involved in the preservation of architecture in the American West through the Vanishing Treasures Program of the National Park Service and the Center for Architectural Conservation at the University of Pennsylvania. At RLA she directs all projects for Vizcaya Museum and Gardens, and the outdoor sculpture conservation projects for the City of Miami Beach, the City of Fort Myers, the City of Tampa, the Cummer Museum in Jacksonville, Florida International University, and University of Florida. She has also performed assessments, maintenance, and conservation treatments for the City of Dallas, TX and City of Charlotte, NC. She is OSHA 30-hour safety certified for the construction industry and a certified Jahn® mortar installer.

- Caroline will manage County projects for the duration of the contract. She will perform updated condition assessments and plan the maintenance schedule for the collection. During year 1, she will perform the treatments alongside one of her conservator colleagues and technicians.

ELENA BOWEN, Associate Conservator, is a **Professional Associate of the AIC** and holds a 2020 M.A. from the UCLA/Getty Conservation Program. She received her bachelor's degree in Studio Art from Wellesley

College. Prior to joining RLA in 2021, she completed pre-program internships at Vizcaya Museum and Gardens and the Penn Museum and graduate internships at the Fowler Museum at UCLA, the Hirshhorn, and the Carlos Museum at Emory University. At RLA, Bowen manages the University of Miami outdoor sculpture collection in addition to treating private client works by Botero, Leger, Robert Indiana, Kusama, Beverly Pepper, and Donald Judd and managing FAENA Arts conservation projects. She has treated historical and industrial artifacts sited outdoors for the National Park Service in the US Virgin Islands as well as artifacts for the NPS at the Tuskegee Airman National Historic Site. She has also assisted with conserving and maintaining the public art collection for the City of Sioux Falls, South Dakota, which primarily consists of bronzes. She is OSHA 30-hour safety certified for the construction industry.

- Elena will assist Caroline with management and implementation of County-related projects.

OLEKSII HUSAK, Lead Conservation Technician (Miami), holds a Mechanical Engineering degree from the National Polytechnic University in Ukraine. With RLA since 2022, Oleksii is a specialist in painting, glazing, and metal restoration. At RLA, Oleksii lead the restoration of numerous outdoor painted sculpture conservation projects including the City of Miami Beach's Tobias Rehberger *Obstinate Lighthouse*, Florida International University's Jamie Rosati *Untitled (Orange)*, in addition to works in private collection including artists such as Ugo Rondinone, Arnaldo Pomodoro, Mark Di Suvero, and Alexander Liberman. He is OSHA 10-hour safety certified for the construction industry.

- Oleksii will be the lead technician for County-related projects.

Professional Affiliations:

Rosa Lowinger:

- Fellow, American Institute for Conservation (AIC), Objects and Architectural Specialty Groups, Membership Committee
- Fellow, American Academy in Rome (Rome prize recipient 2008)
- Fellow ICCROM (International Center for the Study of the Preservation and Restoration of Cultural Property)
- Fellow, Association for Preservation Technology International
  - Member of Technical Committee for Modern Heritage
- Member, Western Association of Art Conservators
- Member, Florida Association of Public Art Professionals (Board Member 2011-2013)
- Board Member, Florida Association of Museums
- Member, ArtTable, Los Angeles Chapter member
- Member, International Institute for Conservation
- Founding Member, International Network for the Conservation of Contemporary Art
- Member, Florida Association of Public Art Professionals
- Member, Association of Registrars and Collections Specialists
- Member, Conservation Association of Los Angeles

Christina Varvi

- Fellow, American Institute for Conservation, AIC, Objects and Architectural Specialty Groups
  - Objects, Architecture, and NHR Specialty Groups
- Recognized Professional, Association for Preservation Technology International
- Board Member & Treasurer, Western Chapter – Association for Preservation Technology
- Member, Western Association of Art Conservators

- Member, International Council for the Conservation of Mosaics
- Member, National Trust for Historic Preservation
- Member, California Preservation Foundation
- Member, Florida Association of Public Art Professionals
- Member, Southeast Regional Conservation Association
- Member, Conservation Association of Los Angeles

Caroline Dickensheets

- Professional Associate – American Institute for Conservation, Objects and Architectural Specialty Groups
- Member, Association for Preservation Technology International
- Member, Docomomo US
- Member, Florida Association for Public Art Professionals

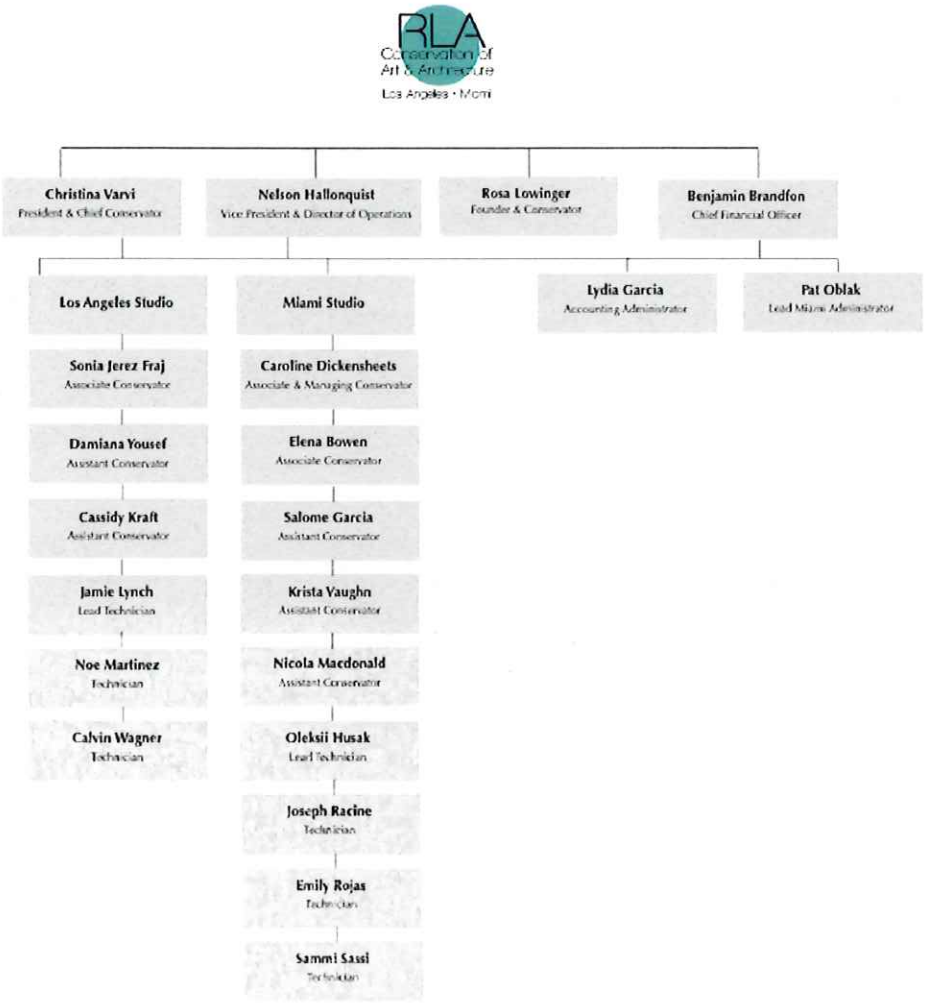
Nelson Hallonquist

- Board of Directors, Florida Association of Public Art Professionals
- Member, American Institute for Conservation, Objects and Conservators in Private Practice
- Member, Conservation Association of Los Angeles

Elena Bowen

- Professional Associate – American Institute for Conservation; Objects Specialty, Conservators in Private Practice, and Contemporary Art Objects Groups

Organizational Chart:



TAB 3. QUALITY OF PAST WORK

PROJECT EXAMPLES:
The following is a selection of projects/clients that have been serviced by RLA within the last five (5) years or are ongoing, similar in scope to what is requested in the RFP. Full treatment reports can be provided upon request.

1. ARTS COUNCIL OF INDIANAPOLIS – INDIANAPOLIS, IN

In 2021, RLA was selected to perform a collection survey at the Indianapolis International Airport on behalf of the Arts Council of Indianapolis. The survey included approximately twenty (20) artworks. As part of the survey, RLA identified conservation priorities using a tiered numerical system and provided both treatment and ongoing maintenance recommendations, maintenance schedule with recommended frequencies, and associated costs. Following the completion of the survey, RLA has since undertaken treatment of three (3) installations at the Airport, including:

- In early 2023, RLA treated a multi-component painted and patinated bronze installation by Ron Barron titled *Baggage Claim*. The work is pre-security and receives extensive interaction from the public and maintenance cleaning staff. RLA worked with the original artist to have several small bronze figures re-cast and painted. While that work was in progress, RLA cleaned the elements, stabilized loose components, re-patinated areas of patina loss and wear, and in-painted coating loss on extant figures. Once missing figures were fabricated, they were installed by RLA.
- In September 2023, RLA re-painted a monumental contemporary artwork, *Cardinalis* by John Van Alstine. Because of its size and the type of treatment, security fencing was erected around the sculpture in addition to scaffolding with protective windscreens. Prior to mobilizing on site, RLA had liaised with the artist to determine the original paint color and method of application. Paint drawdown samples were provided to the client for approval. After performing general surface cleaning, RLA scarified the surface before applying industrial-grade primer and topcoat over all surfaces via HVLP spray.
- In January 2024, RLA undertook the first phase of in-depth cleaning of Rob Fischer's *JetStream*, installation is made up of one hundred and eighteen (118) pieces of teal-colored, perforated aluminum and stainless-steel shapes suspended from the ceiling. The project required solving logistic challenges, such as accessing the artworks at a height of approximately 50' from atrium lifts. For all projects, RLA prepared and submitted detailed work plans prior to mobilizing on-site.

2. CITY OF BEVERLY HILLS – BEVERLY HILLS, CA

Since 2012, RLA has served as the chief on-call conservation firm for the City of Beverly Hills, CA. The collection of twenty-six (26) artworks is comprised of bronze, painted ferrous metal, stainless steel, cast iron, wood, granite, weathering steel, mosaic, ceramic, concrete, and marble. RLA performs annual and semi-annual maintenance as well as more in-depth treatments for select sculptures as well as on-call maintenances ahead of special events. The type and frequency of maintenance has been determined based on a City-wide collection survey performed by RLA in 2012 and updated in 2021. RLA routinely renews hot wax coatings on bronzes in the collection and, as needed, performs individual artwork conservation treatments. Most recently:

- In October 2023, RLA performed in-depth treatment of four (4) stainless steel sculptures in Beverly Gardens Park to address multiple years of tarnishing and corrosion. Treatment included general cleaning followed by passivation of all surfaces with a citric acid gel solution, polishing, and application of protective wax coatings.

- In May 2024, RLA stabilized cracks in an early 20th century WWI-era cast iron sculpture overlaid with bronze sheet.
- RLA is also scheduled to repaint a largescale sculpture in Fall 2024.

3. SAN DIEGO INTERNATIONAL AIRPORT - SAN DIEGO, CA

RLA has served as the Airport's public art conservators since 2013. Work began with a cursory survey of fifty (50) artworks to identify priorities for treatment and maintenance. An in-depth collection survey was completed in 2018 to inform updates to the Art Program's Master Plan and re-design of Terminal 1. Proximity of pedestrians is a constant concern and strict TSA adherence is required, as our team works on artworks that are located post-TSA security checkpoints. We perform maintenance several times a year and were recently awarded a contract extension through 2027 with an option for two (2) one-year extensions. Most notable treatments include:

- Recurring treatment of a corroded 25' high bronze fountain, post-security, most recently in May 2024.
- Cleaning in 2016, 2019, and 2023 of two (2) large-scale interior installations post-security comprised of LED, glass, stainless steel, and terrazzo.
- Conservation of a concrete and aggregate floor installation in a high traffic outdoor area.
- 2017 cleaning and hot waxing a monumental bronze sculpture and cleaning, corrosion mitigation, spot re-patination, and coating application on a series of eighteen (18) bronze windows by Roy McMakin.
- Ongoing maintenance on an annual basis for works at the airport including new commissions and relocation of works.

4. CITY OF SIOUX FALLS – SIOUX FALLS, SD

In 2013, RLA was appointed to be the public art conservation team for the City of Sioux Falls. That spring, RLA began with a full survey and assessment of the collection of then thirty-nine (39) artworks that was followed by a thorough prioritization of treatments, as well as recommendations for treatments and routine maintenance. RLA treated fourteen (14) bronze sculptures during a two-week period onsite, including removal of failed coatings, re-patination of discolored areas, stabilization of corrosion, repair of broken welds, and application of hot and cold wax. During this time, RLA sourced and trained two local artisans in routine maintenance procedures for the collection in order to assist with routine maintenances as well as any unexpected maintenance concerns, such as vandalism. Each year since, our annual two-week maintenance of the collection continues to progress and new treatments are administered in order that the entire collection will be treated and cared for during our ongoing contracts with the City. Furthermore, each year, the citizens of Sioux Falls vote and select a new artwork to be added to the City's public art collection. Since our initial visit, the collection has grown to include 63 artworks (as of August 2023). RLA currently provides pre-acquisition reviews of the selected artwork as well as opines on siting and routine maintenance needs. Additionally, for work that is performed by local contractors outside of our scope of work, RLA provides recommendations for treatment as well as products.

5. HAWAII STATE FOUNDATION ON CULTURE AND THE ARTS, HONOLULU, HI

From 2020 through mid-2022, RLA performed conservation treatments and routine maintenance on multiple artworks owned by the State Foundation. The Foundation prioritized the artworks and RLA performed assessments, then provided proposals for treatment and maintenance. Prior to beginning work on four (4) of the Hawaiian Islands, RLA held a two-day training program for local artists and professionals who will be working with the State Foundation on other routine maintenance cleanings. Artworks treated included copper sheet, bronze, gilded surfaces, mosaics, fresco, stone, and concrete. In 2022, RLA treated a faux sgraffito mural at the State Museum. The mural was originally salvaged, treated, and installed by RLA in 2011 and consists of reinforced concrete that was strategically sandblasted to create a visual and textural difference between the background and foreground figures. The foreground figures/surfaces were then stained/pigmented. During the updated treatment, we performed general surface cleaning as well as re-toning areas of discoloration due to weathering and prolonged UV exposure through the use of potassium silicate paints. In 2021, RLA also performed deep cleaning, crack stabilization, as well as tesserae and sealant replacement at a large circular glass floor mosaic at the center of the Hawai'i State Capitol building. Future work on the islands of Oahu and Hawai'i will be scheduled in late 2024 or early 2025.

6. CITY OF PORT ST. LUCIE, PORT ST. LUCIE, FL

In June of 2024, RLA Conservation was awarded a contract to provide conservation treatment to sixteen (16) artworks within the City of Port St. Lucie public art collection. RLA is responsible for identifying, planning, and executing conservation treatments to those pieces.

Later in 2024, RLA performed the treatment of Dustin Miller's artwork *Evolve* located at 11200 SW Village Ct. Port St. Lucie. This stainless-steel single component sculpture was covered in dust and debris, heavy soiling and black biological growth was also present in some areas as well as mortar loss and cracks on the concrete base. RLA provided a general cleaning, replaced failing clear coat, stabilization of corrosion throughout all stainless-steel surfaces, reinforced welds, and provided an in-depth cleaning of the concrete base. RLA also performed the conservation treatment of the sculpture *Polo Player on Horse* located at Sympatico Plaza, 3045 SW Port St. Lucie Blvd. RLA cleaned the concrete base to minimize stains caused by human interaction and remove biological growth, addressed corrosion on bronze, replaced ferrous hardware as needed, and repainted painted elements. Additional treatments of other artworks in the City's collection are ongoing.

7. CITY OF LOS ANGELES, CA

Since RLA's inception, we have provided on-call services for maintenance and conservation treatment for the City of Los Angeles' public art collection, which consists of over 1,600 artworks. RLA recently repaired a patinated and waxed bronze sculpture of Amelia Earhart that was damaged after being struck by a car. The monumental sculpture is mounted to a granite clad-plinth. RLA repaired cracked granite, re-painted and re-installed decorative aluminum propellers in surrounding pavement that were dislodged in the accident, as well as replaced damaged concrete and brick pavers and re-applied a new hot wax coating to the bronze monument. Earlier in 2024, RLA performed graffiti mitigation throughout an installation of cast stone steles with embedded ceramic, stone, and glass tile as well as re-applied a sacrificial anti-graffiti coating. In 2023, RLA re-set a cast stone plinth that was part of a larger installation and had been knocked over by a car. Additionally, we re-built one half of a decorative cast stone bench from this same installation that had also been struck by the same vehicle.

TAB 4. EXPERIENCE

RLA's longstanding, comprehensive experience in the conservation of outdoor public art collections will provide the maximum benefit to St. Lucie County, FL. With over 30 years of professional experience in the care of outdoor works of art and architecture, we are particularly adept at working with a wide range of materials. We are a firm of ten (10) professionally trained conservators who hold Masters Degrees from recognized conservation training programs, five (5) of which are either Fellows or Professional Associates of the American Institute for Conservation, and eight (8) trained conservation technicians. Having coordinated similar efforts for numerous public entities, RLA is known for creating partnerships with municipal staff to provide high quality and cost-effective care programs. With a technician that is currently a resident of Port St. Lucie and the company's Director of Operations a Treasure Coast native and part-time resident, RLA is uniquely positioned to serve the County's needs with intimate knowledge of the area, as well as response time.

CURRENT WORKLOAD: RLA Conservation generally has numerous conservation treatments in progress, both on-site and in-studio. We can mobilize within three (3) to four (4) weeks for most treatments outlined in this scope of work.

REFERENCES:

Arts Council of Indianapolis
Julia Muney Moore, Director of Public Art
jmoore@indyarts.org | Tel: 317-624-2556

City of Beverly Hills
Greystone Mansion & Gardens
Paul Paolone, Senior Recreation Supervisor
ppaolone@beverlyhills.org | Tel: 310-285-6821

San Diego International Airport
Katie Norman, Airport Art Program Coordinator
knorman@san.org | Tel: 619-400-2868

City of Sioux Falls
Diane S. de Koeyer, Planning Projects Coordinator
ddekoeyer@siouxfalls.org | 605-367-8889

Hawai'I State Foundation on Culture and the Arts
Mr. Derek Erwin, Conservation Coordinator
derek.g.erwin@hawaii.gov | 808-586-0905

City of Port St. Lucie, Planning and Zoning Department
Bethany Grubbs, Senior Planner, Public Art Manager
bgrubbs@cityofpsl.com| 772.344.4362

City of Los Angeles Department of Cultural Affairs
Martica Stork | Program Manager, Public Percent for Art
martica.stork@lacity.org | Tel: 212-202-5500

TAB 5. COST

Proposed Approach:

- Within two (2) weeks of receiving a signed contract, RLA will set a meeting with the County to identify parameters required for implementation. RLA's proposed schedule will be reviewed to determine if the work schedule coincides with County events and planning. Revisions will be made as required.
    - RLA will provide contact information for pertinent personnel.
    - RLA will request any information that may exist regarding each artwork, such as fabrication documents or possibly prior treatment reports

- A detailed schedule for the County's review will be prepared and upon agreement, RLA will proceed with scheduling. RLA aims to carry out treatments with limited interruption for holidays and the occasional weather event. Most treatments will be performed by a conservator and technician.
- RLA can prioritize artworks as desired by the County or recommend treatment of the highest priority works.
- RLA will communicate project updates to point of contact by email on a daily or weekly basis, as is needed.
- Treatment reports will be provided upon completion of each mobilization.
- Invoicing will occur as is agreed upon with the County.

Coordination & Meetings with County Staff:

- In addition to treatment of the identified high-priority artworks, RLA can coordinate with County staff to address routine maintenance needs, priorities, and critical issues as well as report and document vandalism, damage, degradation, and/or any safety issues on an "as needed" basis throughout the term of the contract.

Perform Conservation Treatments & Create Annual Maintenance Plan:

- RLA will include recommendations for annual maintenance with each treatment report. General estimated costs for the annual maintenance of each artwork have been included in with cost estimate breakdowns in Tab 5. RLA can create a plan for annual maintenance services if desired and requested.

Resources Requested from the County:

1. Prior to commencing any treatments, RLA staff will coordinate with County staff regarding access to each site, water, electricity, parking, restroom facilities, etc.
2. If available, provide RLA with a current map or street addresses and locations indicating the location of each of the permanently sited artworks identified by the County.
3. If necessary, provide RLA with a temporary parking permit for use while working at various sites. Alerting any relevant County departments and/or public to our activities. If any assessing or maintenance is to occur at or near a sensitive area (i.e., schools, fire departments, police departments, County buildings, etc.), please notify these entities and private businesses of our activities and scope of work, prior to our arrival.

4. Identify if there are any sculptures that will not be accessible during the maintenance/assessment period, either because they are in storage or cannot be worked on for other reasons (i.e., nearby construction/road work, County events, etc.).
5. Access to restrooms within 100 feet of each job site.

COST WORKSHEET

Artwork	Cost
Blind Date	$ 4,115.00
Which Way Did They Go	$ 14,815.00
Fire Sentinel	$ 4,360.00
Lush Serendipity	$ 12,455.00
Gator in the Gold	$ 4,360.00
Away	$ 20,390.00
Florida Highwaymen Obelisk	$ 5,515.00
In a Nutshell	$ 11,495.00
Zora Neale Hurston Memorial	$ 4,360.00
Totem	$ 3,150.00
Buoy	$ 8,200.00
Dynamics	$ 17,555.00
Partnership	$ 10,105.00
Recycling Sculpture	$ 11,875.00
Sapling Canopy	$ 4,305.00
911 Memorial	$ 4,415.00
Remnant Series #26	$ 4,415.00
Children of the World	$ 5,515.00
Untitled	$ 4,415.00
3 Concrete and Coquina Shell Benches	$ 4,415.00
Highwaymen Mosaic Mural and Plaques	$ 5,645.00
Flowers and Bees	$ 5,645.00
Public Arts Mural	$ 6,835.00
Mosaic Tile Splash	$ 6,965.00
Commemorative Plaques 5	$ 5,865.00
BOCC Leaders and Building Information Plaques (3)	$ 4,415.00
Intermodal Transit Center Information Plaque	$ 4,415.00
Grand Total:	**$ 200,015.00**
On-Call/Emergency Services:	*$185.00 per hour*

Please note: Costs are estimated as single mobilizations for each artwork. Combining artworks per mobilization may reduce some costs, such as a travel time and mileage, depending on which artworks are selected for each mobilization.

PROPOSED CONSERVATION TREATMENTS AND COST

Artist:	Doug Makemson
Title:	*Blind Date*
Date:	2007
Materials:	Stainless Steel
Overall Dimensions:	TBD
RFP Designation #:	1
Location:	Fort Pierce City Hall, US1 Fort Pierce

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Stainless Steel Figurative Sculpture of a Stork and Snake facing off against each other.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *The Concrete Pad and Signage need cleaning or New Signage recommended. Needs Stainless Steel cleaned and polished and has slight bend on left foot and lifting bend on right wing feather of Stork. In need of Straightening. Consult with SLC Staff to determine if Sculpture can be cleaned and repaired by the County.*

TREATMENT OBJECTIVE: To remove corrosion and passivate the stainless-steel surfaces, clean the associated signage and concrete pad. Attempt to reshape proper left foot and feather of proper right wing.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Utilize a conservation-grade masonry cleaner safe for concrete surfaces to clean concrete pad.
    a. Rinse with filtered tap water.
    b. Note: The goal of this process is to reduce staining, though it may not be possible to fully remove all stains.
3. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
4. Apply chemical passivation treatment to stainless-steel surfaces.
    a. Rinse all surface with filtered water to remove any residue from the surface.
    b. Repeat steps until satisfactory results are achieved.
5. Clean all surfaces of entire artwork and associated plaque with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
6. Locally polish tenacious corrosion as needed.
7. Apply a cold paste wax to all stainless-steel surfaces as well as the associated plaque.
    a. Buff to an appropriate sheen.
8. Attempt to manually/mechanically manipulate bent elements back into shape.
    a. Note: Given the nature of the materials and composition, visual artifacts may remain from the process of manipulating the metal in place.
9. Please Note – RLA's scope **does not include**:
    a. Fabrication of new signage.
    b. Replacement of corroded hardware, if necessary.
    c. Repairs to any welds, if necessary.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1 DAY
ESTIMATED TREATMENT COSTS:	**$ 4,115.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1 day x $1,280 per day ($160 per hour)	$1,280
Report time:	1 hour x $160 per hour	$160
Technicians:	1 day x $720 per day ($90 per hour)	$720
Mobilization:	1 hour x $85 per hour	$85
Materials:		$200
Admin time:	1 hour x $85 per hour	$85
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$3,745
10% Contingency:		$370
Total:		**$ 4,115**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	4 hours x $90 per hr	$360
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$730
10% Contingency:		$70
Total:		**$ 800**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the City. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Pat Cochan
Title:	*Which Way Did They Go*
Date:	2007
Materials:	Painted cast concrete and metal
Overall Dimensions:	TBD
RFP Designation #:	2
Location:	Police Station, 920 US1, Fort Pierce

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Cast Concrete and Metal Vertical Polychrome Sculpture. Wind Vane with Arrow that rotates on a globe metal ball equator line.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Scissor Lift on site for*

Repairs and Repaint would be advised. Vertical Sculpture is 12'. Anchor Bolts and Ospho Treatment for rust is needed. Pressure wash Base and Sculpture. Some Concrete has minor cracks to seal. Brown Corner of Cast Concrete in need of Repair, Chipping also Chips on Upper Brown Base. Repaint the entire Sculpture. Brushed Aluminum on the wind vane needs metal buffing. Consult with County Staff to determine if the County can clean, repaint and repair Stucco on Sculpture.

TREATMENT OBJECTIVE: Clean overall, consolidate cracks and fill to losses, treat corrosion, and repaint elements. Apply a biocide to the concrete.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Utilize a rough terrain scissor lift to access all surfaces.
    a. Plywood boards will be used to protect the grass from the lift, though damage to grass/landscaping may still occur from the treatment process.
3. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Carefully dry with soft microfiber cloths.
4. Apply passivation treatment to anchor bolts to address corrosion.
5. Inject conservation-grade injection mortar into exposed cracks of concrete elements.
6. Fill to losses with conservation-grade patching mortar and allow to cure to manufacturers specifications before repainting.
7. Gently abrade painted surfaces to prepare for repainting.
    a. Note: As this artwork has not been assessed in person, this scope of work assumes that the existing paint coating exhibits adequate adhesion and does not require full removal.
8. Brush apply two (2) coats of paint to the surfaces with similar existing brush strokes indicated in the existing paint finish.
    a. RLA recommends a paint coating that is appropriate for a marine environment, to be confirmed by the Artist or County, whomever is most appropriate. Color codes to be confirmed by the Artist or County, whomever is most appropriate. If color codes do not exist, County to provide colors based on commercially available matches.
    b. The spherical components may need to be painted via HVLP spray system.
9. Please Note – RLA's scope **does not include**:
    a. Removal of existing paint coating.
    b. Color matching of existing paint coating.
    c. **Structural engineer review of the installation.**
    d. **Structural stabilization, if necessary.**
    e. **Repairs to damaged grass/landscaping as a result of the treatment process.**

SPECIAL EQUIPMENT:	ROUGH TERRAIN SCISSOR LIFT
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	4 DAYS
ESTIMATED TREATMENT COSTS:	**$ 14,815.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	4 days x $1,280 per day ($160 per hour)	$5,120
Report time:	1 hour x $160 per hour	$160
Technicians:	4 days x $720 per day ($90 per hour)	$2,880

Mobilization:	2 hours x $85 per hour	$170
Materials:	Allow up to	$800
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	4 nights x $160/night x 2 staff	$1,280
Per Diem:	4 days x $60/day x 2 staff	$480
Subtotal:		$11,835
10% Contingency:		$1,180
Equipment Rentals:	Rough Terrain Scissor Lift + Plywood Covering	$1,800
Total:		**$ 14,815**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	4 - 8 hours x $90 per hr x 2 staff	$720 - $1,440
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$1,090
10% Contingency:		$100
Equipment Rentals:	1-day scissor lift rental – allow up to:	$900
Total:		**$ 2,090**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Susan Gott
Title:	*Fire Sentinel*
Date:	2007
Materials:	H 10'9" x W 5'3" x D 2'2"
Overall Dimensions:	Granite with cast glass and stainless steel
RFP Designation #:	3
Location:	Marina Square Park, Fort Pierce

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Vertical Granite Sculpture with an Oval Cast Glass Top that is framed and supported by Stainless Steel Cradle*.

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: ***Overall, it is in very good condition for its age. Granite and Stainless-Steel need cleaning and polishing. Gold, Yellow and Red Paint need to be repainted on Cast Glass Top. Gold Leaf Flames embedded in Granite need to be repainted. Consult with County Staff to determine if the County can clean and repaint where needed.***

TREATMENT OBJECTIVE: To clean the sculpture overall, address corrosion on the stainless-steel component, and address paint and gold-leaf loss as needed.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
3. Rinse with distilled water.
4. Dry with soft microfiber cloths.

5. Apply surface protection around glass and stone components.
6. Apply a chemical passivation treatment to areas of corrosion.
    a. Rinse all surface with filtered water to remove any residue from the surface.
    b. Repeat steps until satisfactory results are achieved.
7. Clean all surfaces with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
8. Hand polish localized areas of granite surface, as needed.
9. In-paint areas of paint loss with a conservation-grade paint system to integrate into the surrounding gold surfaces.
    a. To reduce costs, RLA recommends obtaining approval from artist studio to in-paint areas of loss with a metallic paint system to match original instead of replacing with actual gold-leaf. In-painted surfaces should blend from a normal viewing distance of 6' or more, though may be apparent under close inspection. Regilding the entire surface is the only way to provide an even appearance throughout.
10. Apply a cold paste wax throughout steel and painted surfaces. Buff to an appropriate sheen.
11. Please Note – RLA's scope **does not include**:
    a. Removal of existing paint coating.
    b. Application of actual gold leaf.
    c. Repair of any loss in the granite material.
    d. Honing of granite surfaces.
    e. Color matching of existing paint coating.
    f. Structural engineer review of the installation.
    g. Structural stabilization, if necessary.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1 DAY
ESTIMATED TREATMENT COSTS:	**$ 4,360.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1 day x $1,280 per day ($160 per hour)	$1,280
Report time:	1 hour x $160 per hour	$160
Technicians:	1days x $720 per day ($90 per hour)	$720
Mobilization:	2 hours x $85 per hour	$170
Materials:		$250
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$3,965
10% Contingency:		$395
Total:		**$ 4,360**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	3 hours x $90 per hr x 2 staff	$540

Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$910
10% Contingency:		$00
Total:		**$ 1,000**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	John Neprud
Title:	*Lush Serendipity*
Date:	2006
Materials:	Repurposed fuel tank (steel) with unknown paint system
Overall Dimensions:	H 7'9" x W 9' x D 9'
RFP Designation #:	4
Location:	Marina Point Boat Launch, Fort Pierce

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Repurposed Fuel Tank. Tropical theme torch cut outs referring to Sea Life, Tropics, Palm Trees, Boats, Sunsets, Birds, Fishing, People and Shoreline.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: ***Meet with County Staff to see if County can restore Sculpture. Needs signage/optional, some text on Sculpture explaining Sculpture. Treat rust on site, prep and sand for paint or move Sculpture and have prep, sandblast, and painted offsite. Artist is local to consult on color selection. Semi Annual pressure wash and blow out dirt and debris that collects in the basin of the Sculpture. Stone or small rocks suggested for the outer perimeter of the base where there are weeds. Some additional cosmetic pitting is expected after paint prep. Steel is Recycled.***

TREATMENT OBJECTIVE: To treat corrosion and repaint the sculpture's exterior surfaces.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
3. Erect a security fence and wind screen around the sculpture.
4. Gently abrade corrosion from accessible/exterior surfaces down to clean metal.
5. Gently abrade all accessible/exterior painted surfaces to prepare extant coating for repainting.
    a. Note: As this artwork has not been assessed in person, this scope of work assumes that the existing paint coating exhibits adequate adhesion and does not require full removal.
6. Apply a zinc-rich primer to areas of exposed steel.
7. If necessary, fill any areas of steel loss in surface with a surfacing epoxy.
    a. Sand flush with adjacent surfaces.
8. Apply an epoxy primer to all accessible/exterior painted surfaces.
9. Apply two (2) coats of paint to all accessible/exterior painted surfaces via an HVLP spray system.
    a. RLA recommends a paint coating that is appropriate for a marine environment, to be confirmed by the Artist or County, whomever is most appropriate. Color codes to be confirmed by the Artist or County, whomever is most appropriate. If color codes do not exist, County to provide colors based

on commercially available matches.

10. Please Note – RLA's scope **does not include**:
    a. Removal of existing paint coating.
    b. Addressing conditions at inaccessible/interior areas
    c. Color matching of existing paint coating.
    d. Repairs of any welded areas.
    e. Structural engineer review of the installation.
    f. Structural stabilization, if necessary.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	4 DAYS
ESTIMATED TREATMENT COSTS:	**$ 12,455.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	4 days on-site x $1,280 per day ($160 per hour)	$5,120
Report time:	1 hour x $160 per hour	$160
Technicians:	4 days x $720 per day ($90 per hour)	$2,880
Mobilization:	4 hours x $85 per hour	$340
Materials:		$1,000
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	4 nights x $160/night x 2 staff	$640
Per Diem:	4 days x $60/day x 2 staff	$240
Subtotal:		$11,325
10% Contingency:		$1,130
Total:		**$ 12,455**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	3 hours x $90 per hr x 2 staff	$540
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$910
10% Contingency:		$90
Total:		**$ 1,000**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Anita Prentice
Title:	*Gator in the Gold*
Date:	2007
Materials:	Mosaic glass, tile, and grout
Overall Dimensions:	H 2" x W 12' x D 11'
RFP Designation #:	5
Location:	Oxbow EcoCenter, 5400 NE St. James Drive, St. Lucie County

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Landscape Sculpture on ground level. Mosaic Glass, Grout and Tile Sculpture. Depicting an Alligator in Water with Natural Element and Stone Border.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Consultation with Artist who is local is available to advise on Sculpture. There are some surface cracks and fissures common with moisture and weathering. Clean with Dawn Detergent with a soft brush and hose. Concrete base or underlayment of pavers to keep Sculpture flat and level on the ground is recommended. Paint Gold Accents on pavers and spray paint small stones Gold for the Border. See photo for gold accents in WOW3 brochure. Signage okay but needs cleaning and new Ink on Lettering.*

TREATMENT OBJECTIVE: To perform an overall cleaning and address paint loss on pavers and accents.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Remove dried leaves, foliage and other debris from surfaces and between the joints.
3. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water. Allow to air dry.
4. Apply a non-toxic biocide to areas of biological growth.
5. If appropriate, inject cracks with a conservation-grade injection mortar.
6. Repaint pavers and accents with a paint system recommended by the artist.
7. In-paint lettering on plaque.
8. Please Note – RLA's scope **does not include**:
    a. Underlayment of pavers.
    b. In-depth stabilization of pavers. This would require a survey to quantify cracks, fissures and losses. Stabilization of these elements may not be possible, given their location directly in the ground.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1 DAY
ESTIMATED TREATMENT COSTS:	**$ 4,360.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1 day x $1,280 per day ($160 per hour)	$1,280
Report time:	1 hour x $160 per hour	$160
Technicians:	1days x $720 per day ($90 per hour)	$720
Mobilization:	2 hours x $85 per hour	$170
Materials:		$250
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600

Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$3,965
10% Contingency:		$395
Total:		**$ 4,360**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	3 hours x $90 per hr x 6 staff	$540
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$910
10% Contingency:		$90
Total:		**$ 1,000**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Jonathan Bowling
Title:	*Away*
Date:	2006
Materials:	Repurposed found metal objects
Overall Dimensions:	H 8'3" x W 3' x D 12'8"
RFP Designation #:	6
Location:	Veterans Memorial Park, Fort Pierce

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Life Size Replica of Large Horse fabricated from repurposed found metal objects. Horse Sculpture portrays movement and action.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: ***Consult with County Staff to see if County Welder Metal Worker is able to restore the Sculpture. Need signage/optional. Remove Sculpture offsite to facilities yard. Feet that anchor Horse to large timbers are rusted and will fail in high winds. Power wash to remove loose rust and further inspect. Rebuild and reattach feet to new timbers or new concrete base. Weld in Anchor tabs in feet. Replace chrome plate neck piece with muffler stock. Replace base of tail with new welds to reinforce, replace chrome pipe in rear of Horse. Spray with Linseed or other metal natural oil to give Sculpture a deep tone look and helps preserve the metal.***

TREATMENT OBJECTIVE: To address material losses via welding and apply a linseed oil to condition ferrous metal surfaces.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water. Allow to air dry.
3. Contract metal worker to reinforce and/or replace any damaged or compromised parts.
    a. Include anchor tabs in feet.
4. Coat all metal surfaces with a protective coating.
    a. Linseed oil has been recommended.

5. Note: RLA recommends welding repairs in-situ, if possible, to prevent further damage that may occur from removal via rigging and handling.

6. Please Note – RLA's scope **does not include**:
   a. Deinstallation/off-site work.
   b. Structural engineer review of the installation.
   c. Structural stabilization necessary beyond defined scope of work.
   d. Stabilization/repairs to any concrete pads/footings.
   e. Permits that may be required to perform work of this nature.

SPECIAL EQUIPMENT:	WELDING TO OCCUR ON-SITE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY; HOT WORKS PERMIT IF NECESSARY
ESTIMATED TREATMENT TIME:	3 DAYS
ESTIMATED TREATMENT COSTS:	**$ 20,390.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded. Permits are excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	3 days on-site x $1,280 per day ($160/hr)	$3,840
Report time:	1 hour x $160 per hour	$160
Technicians:	3 days x $720 per day ($90/hr)	$2,160
Mobilization:	6 hours x $85 per hour	$510
Materials:		$1,000
Admin time:	4 hours x $85 per hour	$340
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	3 nights x $160/night x 2 staff	$480
Per Diem:	3 days x $60/day x 2 staff	$180
Subtotal:		$9,445
10% Contingency:		$945
Subcontract Welder*:	Allow up to:	$10,000*
Total:		**$ 20,390**

**If the County can perform the welding aspect, as suggested is the Report, the total cost can be reduced significantly. The estimated amount provided is a rough ballpark.*

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	8 hours x $90 per hr x 2 staff	$1,440
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$1,810
10% Contingency:		$180
Total:		**$ 1,990**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Stephanie Jaffe-Werner
Title:	*Florida Highwaymen Obelisk*
Date:	2009
Materials:	Cast concrete stucco, ceramic tile and mosaic on obelisk sculpture
Overall Dimensions:	Approx. H 24' x W 4'7" x D 4'7"
RFP Designation #:	7
Location:	Avenue D Roundabout 15th Street, Fort Pierce

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Cast Concrete Stucco, Ceramic Tile and Mosaic Obelisk Sculpture.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Will consult with County and City facilities on repairs to Obelisk Base. Appears to be damages to the roundabout wall and base of Sculpture from a vehicle accident. Large chunk missing from eastern face of concrete, stucco base. Basic concrete, stucco and repaint for base. Most edges of the base have chips or cracks to repair. Ceramic tiles in good condition. Recommend cleaning the entire structure with low pressure water and mild detergent. Inspect the top of Sculpture with a lift or boom truck. Visually Mosaic and Peak look good. Update: Drove by Obelisk on 4/11/24 and city crew was repairing damage to the base from a vehicle accident. Concrete repaired and new stucco.*

TREATMENT OBJECTIVE: To perform an overall cleaning, patch cracks and losses in obelisk, and repair/remount plaque

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Examine the base that had original damage and analyze repair.
3. Examine upper areas with binoculars from a ladder.
    1. Given that the provided report does not indicate concerns with losses at upper areas, RLA recommends excluding the use of a boom lift as a cost saving measure.
4. Clean all surfaces that are accessible from a ladder using 6' extension poles with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.

Plaque

5. Carefully remove fragment.
6. Re-adhere with a stone epoxy
7. Fill surface of crack with stone epoxy
    1. Please note: A repair of this nature may be visible upon close inspection.

8. Please Note – RLA's scope **does not include**:
    1. Repairs to masonry/stucco surfaces, given that the provided report indicates these losses have been repaired.
    2. Structural engineer review of the installation.
    3. Structural stabilization, if necessary.
    4. Repairs of ceramic and/or mosaic elements.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1.5 DAY
ESTIMATED TREATMENT COSTS:	**$ 5,515.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1.5 days on-site x $1,280 per day ($160/hr)	$1,920
Report time:	1 hour x $160 per hour	$160
Technicians:	1.5 days x $720 per day ($90/hr)	$1,080
Mobilization:	2 hours x $85 per hour	$170
Materials:		$300
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$5,015
10% Contingency:		$500
Total:		**$ 5,515**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	4 hours x $90 per hr x 2 staff	$720
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$1,090
10% Contingency:		$100
Total:		**$ 1,190**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Michael McLaughlin
Title:	*In a Nutshell*
Date:	2006
Materials:	Granite stone and cast bronze
Overall Dimensions:	H 20' x W 8'5" x D 4'5"
RFP Designation #:	8
Location:	City of Port St. Lucie Town Center, US! and Walton Road, County Administration Building.

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Granite Stone and Cast Bronze. Depiction of a Nut Tree Branch.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Overall condition of 18-year-old Sculpture is good. No thru rust or holes in Sculpture. Plaque/Sign need cleaning and new grout applied on borders. New landscape river rock stone and borders around the granite rock base of Sculpture. Inspect epoxy glue attaching Bronze to Sculpture to granite stone. Recommend new epoxy adhesive and inspect the anchor pin. Clean granite stone and Sculpture. Granite stone has fissure cracks typical with age of the stone. New Patina on the entire Sculpture will require boom lift or scaffolding to clean and restore Sculpture.*

TREATMENT OBJECTIVE: To perform an overall cleaning, repair cracks on plaque, mitigate staining on concrete base, address issues on bronze surfaces and connection between bronze sculpture and concrete base.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Utilize a rough terrain scissor lift to access all surfaces.
    a. Plywood boards will be used to protect the grass from the lift, though damage to grass/landscaping may still occur from the treatment process.
3. Examine the adhesive and the anchor pin, if accessible.
4. Clean all surfaces of entire artwork, including plaque. with a solution of distilled water and a conservation-grade detergent.
    e. Rinse with distilled water.
    f. Dry with soft microfiber cloths.

Stone Base

5. Assess the stability of the base and document in treatment report.
6. Apply a conservation-grade biocide to address biological growth.

Bronze

7. If necessary, remove extant/failing wax from all bronze surfaces.
8. Where needed, remove corrosion mechanically from surfaces.
    g. If active copper alloy corrosion is observed, apply a chemical passivation treatment to localized areas.
    h. Allow to dwell on the surface overnight, then clear with organic solvents.
9. Locally patinate areas of patina loss as needed with a chemical patina treatment.
10. Apply hot wax treatment with a wax blend developed by the Getty Conservation Institute for high heat and UV environments.
11. Apply a cold wax coat to all surfaces and buff to a soft sheen.
12. If accessible, apply an epoxy to the join between the stone and the bronze sculpture.

Plaque

13. If appropriate, fill shallow loss with an appropriate conservation-grade patching mortar.
    a. Protect plaque with painter's tape.
    b. In-paint all fills to blend with adjacent areas.
    c. Please note that due to the nature of the granite material, repairs of this nature may be visible when viewed from a normal viewing distance.
14. Please Note – RLA's scope **does not include**:
    a. Full repatination of all bronze surfaces.
    b. In depth mineral deposit removal.
    c. Structural engineer review of the installation.
    d. Structural stabilization, if necessary.
    e. Any landscaping elements, such as new river rocks around granite base.
    f. Repairs to damaged grass/landscaping as a result of the treatment process.

SPECIAL EQUIPMENT:	ROUGH TERRAIN SCISSOR LIFT
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	3 DAYS
ESTIMATED TREATMENT COSTS:	**$ 11,495.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and

materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	3 days on-site x $1,280 per day ($160/hr)	$3,840
Report time:	1 hour x $160 per hour	$160
Technicians:	3 days x $720 per day ($90/hr)	$2,160
Mobilization:	2 hours x $85 per hour	$170
Materials:		$400
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	3 nights x $160/night x 2 staff	$960
Per Diem:	3 days x $60/day x 2 staff	$180
Subtotal:		$8,815
10% Contingency:		$880
Equipment Rentals:	Rough Terrain Scissor Lift + Plywood Covering	$1,800
Total:		**$ 11,495**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	8 hours x $90 per hr x 2 staff	$1,440
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$1,810
10% Contingency:		$180
Equipment Rentals:	Rough Terrain Scissor Lift + Plywood Covering	$900
Total:		**$ 2,890**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Jim Liccione
Title:	*Zora Neale Hurston Memorial*
Date:	2009
Materials:	Terracotta and concrete
Overall Dimensions:	H 8' x W 4' x D 8"
RFP Designation #:	9
Location:	Garden of Heavenly Rest Cemetery north end of 17th Street at Avenue Q, Fort Pierce

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Terracotta Sculpture in Memory of Zora Neale Hurston, renowned Author, Writer, Teacher who resided in Fort Pierce.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *I have checked both boxes as we may have a specialist in the county who would be able to Repair and Clean, Paint, Terracotta of the complete Sculpture. Weeding of Border Mulch around bases of Sculptures is needed. Concrete and Terracotta Sculpture needs to be cleaned. Repaint Terracotta like a Patina finish. Clean Plaque and Ink Lettering on Plaque. Recommend Placemaking Signage installed to inform visitors to the site on the Zora History and her work and life in Fort Pierce.*

TREATMENT OBJECTIVE: To perform an overall cleaning, address bio growth on concrete, and in-paint losses in the ceramic composition and plaque.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork, including the plaque, with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
3. Apply a conservation-grade biocide to all concrete surfaces to address biological growth.
    a. Repeat multiple times until desired appearance is achieved.
4. In-paint to losses of ceramic patina using a metallic paint system.
    a. Apply a protective coating over the in-painted areas.
    b. City to provide historical documentation of artwork prior to current condition to match paint.
    c. Note: If the original finish was a ceramic glaze and not paint, then the new finish may appear slightly different in nature. Paint will also weather/fade differently than ceramic glaze.
5. In-paint losses in plaque lettering.
    1. Apply a protective varnish over the in-painted areas.
6. Please Note – RLA's scope **does not include**:
    1. Fabrication of new signage.
    2. Repair of losses to ceramic and/or concrete material.
    3. Structural engineer review of the installation.
    4. Structural stabilization, if necessary.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1 DAY
ESTIMATED TREATMENT COSTS:	**$ 4,360.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	8 hours on-site x $160 per hour	$1,280
Report time:	1 hour x $160 per hour	$160
Technicians:	8 hours x $90 per hour	$720
Mobilization:	2 hours x $85 per hour	$170
Materials:		$250
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$3,965
10% Contingency:		$395
Total:		**$ 4,360**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0

Report time:	1 hour x $160 per hour	$160
Technicians:	3 hours x $90 per hr x 2 staff	$540
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$910
10% Contingency:		$90
Total:		**$ 1,000**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	David Combie
Title:	*Totem*
Date:	2007
Materials:	Reverse cast concrete with steel frame and granite base, aluminum metal and other small metal pieces embedded in concrete
Overall Dimensions:	H 13' x W 30" x D 30"
RFP Designation #:	10
Location:	201 Indian River Drive Fort Pierce, FL Clerk of Courts Entrance

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Reverse Caste Concrete with steel frame and Granite Base, Aluminium Metal and other small ???* [sic] *metal pieces embedded in Concrete*.

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: ***Remove concrete panels (6) and photograph. Dismantle frame. Clean Granite Bass and cover vertical anchor bolts or move Granite Bass offsite as well. Anchor Bolts will be a trip/fall hazard. Sculpture presents a Collapse hazard due to rusted and deteriorating Steel Base. Consult with County Facilities to move to County Storage. Have steel frame rebuilt in heavily rusted areas and Sandblasted/Painted. Clean Concrete Panels, and embedded metal accents. Replace all hardware and existing frame. Needs Plaque or Signage on the base of Sculpture or exterior wall of Clerk of Courts Building.***

TREATMENT OBJECTIVE: To perform an overall cleaning, address corroded/failing mounting frame in-situ as is possible and perform an assessment to develop a more appropriate treatment plan as described in the Public Arts Sculpture Collection Assessments and Condition Report 2024. Please note that the processes recommended in the 2024 Report require in-depth investigation and appropriate planning to execute.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
3. Address accessible corroded hardware/metal elements as is possible; remove loose, flaky corrosion, apply corrosion inhibitor as is possible.
4. Perform an in-depth assessment of the artwork to determine how best to dismantle the concrete panels, ascertain current condition of structural components and develop a plan for off-site treatment.
5. Please Note – RLA's scope **does not include:**
    1. New plaque or signage.
    2. Structural stabilization/repairs.

3. Structural engineer review of the installation.
4. Repair of losses to ceramic and/or concrete material
5. Off-site removal/repair.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	½ Day
ESTIMATED TREATMENT COSTS:	**$ 3,150.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	4 hours x $160 per hour	$640
Report time:	1 hour x $160 per hour	$160
Technicians:	4 hours x $90 per hour	$360
Mobilization:	2 hours x $85 per hour	$170
Materials:		$150
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$2,865
10% Contingency:		$285
Total:		**$ 3,150**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	2 hours x $90 per hr x 2 staff	$360
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$730
10% Contingency:		$70
Total:		**$800**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Terry Thommes
Title:	*Buoy*
Date:	2007
Materials:	Painted stainless steel
Overall Dimensions:	H 9'8" x W 3'8" x D 1'
RFP Designation #:	11
Location:	SLC Marine Point Park, City of Fort Pierce

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Stainless Steel Sculpture with Red, Blue and Aqua Color Paints. Representing a Waterway Navigation Buoy.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *It needs new Signage. Sign is missing. Overall it is in Very Good Condition. Stainless Steel needs cleaning and polishing. Recommend Sanding and Prep. and Repaint with Red, Blue and Aqua Colors.*

TREATMENT OBJECTIVE: To perform an overall cleaning, polish stainless steel and repaint elements as needed.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
3. Apply a chemical passivation treatment to the steel surfaces.
    a. Rinse all surface with filtered water to remove any residue from the surface.
    b. Repeat steps until satisfactory results are achieved.
4. Gently abrade painted surfaces to prepare for repainting.
    a. Note: As this artwork has not been assessed in person, this scope of work assumes that the existing paint coating exhibits adequate adhesion and does not require full removal.
5. Brush apply two (2) coats of paint to the surfaces with similar existing brush strokes indicated in the existing paint finish.
    a. RLA recommends a paint coating that is appropriate for a marine environment, to be confirmed by the Artist or County, whomever is most appropriate. Color codes to be confirmed by the Artist or County, whomever is most appropriate. If color codes do not exist, County to provide colors based on commercially available matches.
6. Please Note – RLA's scope **does not include:**
    a. Removal of existing paint coating.
    b. Color matching of existing paint coating.
    c. Structural engineer review of the installation.
    d. Structural stabilization, if necessary.
    e. Repairs to damaged grass/landscaping as a result of the treatment process.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	2.5 Days
ESTIMATED TREATMENT COSTS:	**$ 8,200.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	2.5 days x $1,280 per day ($160 per hour)	$3,200
Report time:	1 hour x $160 per hour	$160
Technicians:	2.5 days x $720 per day ($90 per hour)	$1,800
Mobilization:	2 hours x $85 per hour	$170
Materials:		$300
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	2 nights x $160/night x 2 staff	$640

Per Diem:	2 days x $60/day x 2 staff	$240
Subtotal:		$7,455
10% Contingency:		$745
Total:		**$8,200**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	2 hours x $90 per hr x 2 staff	$360
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$730
10% Contingency:		$70
Total:		**$800**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Jorge Bianco
Title:	*Dynamics*
Date:	2008
Materials:	Painted aluminum
Overall Dimensions:	H 32' x W 14' x D 15'
RFP Designation #:	12
Location:	Fenn Center Skateboard Park, Parks and Recreation, Virginia Ave., Fort Pierce.

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Monumental Aluminum Sculpture of 3 Skateboarders*.

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Dead Tree next to the Sculpture should be removed. Triangular Concrete Base in need of Cleaning. Remove the Sculpture from site to have Aluminum Base Plates treated for minor corrosion and Repaint Aluminum Base and Poles. Remove Skateboarder from Pole Mounts and have the Sculptures Prepped and Powder Coated. Replace Hardware on Base with new Stainless Steel Hardware. Inspect and replace Hardware on Sculptures as needed*.

TREATMENT OBJECTIVE: To clean all surfaces, address corrosion in-situ as is possible, polish powder coated "skateboarders", apply a wax coating to "skateboarders" and perform an assessment to develop a more appropriate treatment plan as described in the Public Arts Sculpture Collection Assessments and Condition Report 2024. Please note that the processes recommended in the 2024 Report require in-depth investigation and appropriate planning to execute.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Utilize a rough terrain scissor lift to access all surfaces.
    a. Plywood boards will be used to protect the grass from the lift, though damage to grass/landscaping may still occur from the treatment process
3. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.

4. Perform an in-depth assessment of the artwork to determine if off-site treatment and re-powder coating is necessary

Painted Support Poles

5. Gently abrade aluminum corrosion from accessible surfaces down to clean metal.
6. Gently abrade all accessible/exterior painted surfaces to prepare for repainting.
    a. Note: As this artwork has not been assessed in person, this scope of work assumes that the existing paint coating exhibits adequate adhesion and does not require full removal.
7. If necessary, fill areas of steel loss with a surfacing epoxy.
    a. Sand flush with adjacent surfaces.
8. Apply an epoxy primer to all accessible/exterior painted surfaces via brush/roller.
9. Apply two (2) coats of paint to all accessible/exterior painted surfaces via brush/roller.
    a. RLA recommends a paint coating that is appropriate for a marine environment, to be confirmed by the Artist or County, whomever is most appropriate. Color codes to be confirmed by the Artist or County, whomever is most appropriate. If color codes do not exist, County to provide colors based on commercially available matches.

Powder Coated Elements

10. Utilize a conservation-grade compound/polishing process for powder coated surfaces.
11. Apply a conservation-grade wax to all powder coated elements and buff to a sheen.
12. Please Note – RLA's scope **does not include:**
    a. Removal of dead tree.
    b. Re-powder coating of powder coated elements.
    c. Replacement of hardware, due to the structural nature of the artwork.
    d. Color matching of paint color for support poles.
    e. Structural engineer review of the installation.
    f. Structural stabilization, if necessary.
    g. Repairs to damaged grass/landscaping as a result of the treatment process.
    h. Off-site removal/repair.

SPECIAL EQUIPMENT:	ROUGH TERRAIN SCISSOR LIFT
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	5 Days
ESTIMATED TREATMENT COSTS:	**$ 17,555.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	5 days on-site x $1,280 per day ($160 per hour)	$6,400
Report time:	1 hour x $160 per hour	$160
Technicians:	5 days x $720 per day ($90 per hour)	$3,600
Mobilization:	4 hours x $85 per hour	$170
Materials:		$850
Admin time:	4 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	5 nights x $160/night x 2 staff	$1,600
Per Diem:	5 days x $60/day x 2 staff	$600
Subtotal:		$14,325
10% Contingency:		$1,430

Equipment Rentals:	Rough Terrain Scissor Lift + Plywood Covering	$1,800
Total:		**$ 17,555**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	2 days x $720 per day x 2 staff	$2,880
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$3,250
10% Contingency:		$325
Equipment Rentals:	Rough Terrain Scissor Lift + Plywood Covering	$1,800
Total:		**$ 5,375**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Pat Cochran/Ginny Piech Street
Title:	*The Partnership*
Date:	2004
Materials:	Concrete, stainless steel, and steel
Overall Dimensions:	H 14'6" x W 3'10" x D 7'7"
RFP Designation #:	13
Location:	SLC Aquarium

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Cast Concrete and Stainless Steel and Steel Sculpture. Depiction of Seabed, Saltwater and Seagrass Environmental Sculpture representing Aquatic Marine Ecosystem.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: ***Clean the entire Sculpture. Sand and prep. Paint Steel Surfaces Aqua and Black colors. Detach Seagrass Rods to have Powder Coated offsite. Signage in good condition except lettering which has faded. Letters need coloring in and plaque cleaned and polished.***

TREATMENT OBJECTIVE: To perform an overall cleaning, remove debris from interior as is accessible, address failing paint, polish and wax powder coated elements.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Remove organic debris from interior surfaces, as is accessible.
3. Clean all surfaces of entire artwork, including plaque, with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
4. Gently abrade painted surfaces to prepare for repainting.
    1. Note: As this artwork has not been assessed in person, this scope of work assumes that the existing paint coating exhibits adequate adhesion and does not require full removal.
2. Brush apply two (2) coats of paint to the surfaces in appropriate black/aqua colors.
    1. RLA recommends a paint coating that is appropriate for a marine environment, to be confirmed by the Artist or County, whomever is most appropriate. Color codes to be confirmed by the Artist or

County, whomever is most appropriate. If color codes do not exist, County to provide colors based on commercially available matches.

3. Utilize a conservation-grade compound/polishing process for powder coated surfaces.
    1. Apply a conservation-grade wax to all powder coated elements and buff to a sheen.
    2. RLA will access upper areas from an extension ladder and extension poles, as is possible.
    3. Note: Given that no apparent powder coating loss, visible corrosion or visible substrate, RLA recommends performing as much in-situ work as possible as a cost saving measure.
4. Please Note – RLA's scope **does not include**:
    1. Removal of existing paint coating.
    2. Color matching of existing paint coating.
    3. Structural engineer review of the installation.
    4. Structural stabilization, if necessary.
    5. Removal of powder coated elements.
    6. Off-site work.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	3 Days
ESTIMATED TREATMENT COSTS:	**$ 10,105.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	3 days on-site x $1,280 per day ($160 per hour)	$3,840
Report time:	1 hour x $160 per hour	$160
Technicians:	3 days x $720 per day ($90 per hour)	$2,160
Mobilization:	2 hours x $85 per hour	$170
Materials:		$600
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	3 nights x $160/night x 2 staff	$960
Per Diem:	3 days x $60/day x 2 staff	$360
Subtotal:		$9,195
10% Contingency:		$910
Total:		**$ 10,105**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	3 hours x $90 per hr x 2 staff	$540
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$910
10% Contingency:		$90
Total:		**$ 1,000**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion

removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Brown Hatcher
Title:	*Recycle Sculpture*
Date:	2006
Materials:	Metal items, steel rods, stainless steel and bronze on a concrete base
Overall Dimensions:	H 24' x W 8' x D 8'
RFP Designation #:	14
Location:	SLC Administration Office, Virginia Ave. and 25th St.

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Monumental Sculpture showing discarded items recycled into new Products. Sculpture Fabricated from metal items, Steel rods, Stainless Steel and Bronze on a concrete base.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Signage mounted on Column West Entrance to the County Administration Building. Some small cracks and chips on Concrete Base. Base needs pressure cleaning. Small Bronze objects on Base of the Sculpture need cleaning and Patina Treatment. Stainless Steel Base is in need of Cleaning and Polishing. Painted Blue Metal Rods in need of Prep. and Painting. Some of the discarded objects representing recycling within the Sculpture's vertical cone shaped frame could be sealed with rust inhibition and some should be replaced, due to weathering and rust. A few of the Bronze objects are loose to the concrete base and need securing.*

TREATMENT OBJECTIVE: To perform an overall cleaning and address corrosion, losses in patina and painted surfaces, and apply protective coatings where needed.

PROPOSED TREATMENT:

1. Document the treatment with high-resolution digital photographs. A Dropbox link with all treatment images will be provided as well as recommendations for ongoing routine maintenance.
2. Utilize a scissor lift to access all surfaces.
3. Clean all surfaces of entire artwork, in with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
4. Apply a chemical passivation treatment to the steel surfaces.
    a. Rinse all surface with filtered water to remove any residue from the surface.
    b. Repeat steps until satisfactory results are achieved.
5. In-paint localized losses in blue painted forms with a conservation-grade paint system.
    a. Apply conservation-grade varnish to areas of in-painting.
    b. Please note: Full repainting of painted elements requires in-depth examination. If RLA determines full repainting is necessary, notes will be provided in treatment report.
6. Remove corrosion from bronze elements.
    a. If necessary, apply a chemical passivation treatment and allow to dwell overnight.
    b. Clear residue with organic solvents.
7. Apply localized patina touch-ups to bronze elements.
8. Apply hot wax treatment with a wax blend developed by the Getty Conservation Institute for high heat and UV environments.
9. Apply a cold wax coat to all surfaces and buff to a soft sheen.
10. Please Note – RLA's scope **does not include**:
    a. Removal of existing paint coating.
    b. Full repaint of painted elements.
    c. Full repatination of bronze elements.

d. Replacement of any hardware/connections.
e. Structural engineer review of the installation.
f. Structural stabilization, if necessary.

SPECIAL EQUIPMENT:	SCISSOR LIFT
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	3 DAYS
ESTIMATED TREATMENT COSTS:	**$ 11,875.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	3 days on-site x $1,280 per day ($160 per hour)	$3,840
Report time:	1 hour x $160 per hour	$160
Technicians:	3 days x $720 per day ($90 per hour)	$2,160
Mobilization:	2 hours x $85 per hour	$170
Materials:		$600
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour x 2 staff	$600
Mileage	250 miles x GSA rate of $0.70/mile	$175
Lodging:	3 nights x $160/night x 2 staff	$960
Per Diem:	3 days x $60/day x 2 staff	$360
Subtotal:		$9,915
10% Contingency:		$990
Equipment Rental:	Scissor Lift	$1,600
Total:		**$ 11,875**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	1 day x $720 per day ($90/hr) x 2 staff	$1,440
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$1,810
10% Contingency:		$180
Total:		**$1,990**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Jason Lasco
Title:	*Sapling Canopy*
Date:	2006
Materials:	Steel pole with stained glass and plexiglass in metal frames
Overall Dimensions:	H 12' x W 12' x D 6'
RFP Designation #:	15
Location:	Healthcote Botanical Garden Savannah Road, Fort Pierce

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Vertical Pole with stained glass and plexiglass metal framed Sapling Leaves. 3 on top to form a Canopy*.

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Clean Sign and Ink/Enhance lettering. Letters are faded. Prune tree limbs above Sapling Canopy Artwork for better visibility. and will keep Artwork from collecting organic debris. Treat the base of the steel pole for rust. Recommend rocks at the base of the pole to allow drainage. Sand, prime, paint steel pole. Remove Saplings, repair hole in west painting Sapling and change angle when reattaching. Sapling collects leaves and organic debris. Clean other Saplings. Treat frame for rust and paint Sapling frames.*

TREATMENT OBJECTIVE: To perform an overall cleaning, address corrosion, and in-paint areas of loss.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Assess the sculpture for additional concerns, if any.
3. Remove organic debris from the base of sculpture and Christmas lights, if still present.
4. Clean all surfaces of entire artwork, including the plaque, with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
5. Carefully remove/reduce unknown dark debris from damaged leaf.
    a. Perform test with mechanical methods, organic solvents and polishing compounds.
6. Utilize a metal polish to mechanically remove corrosion on steel frame throughout.
7. In-paint to areas of paint loss throughout with a conservation-grade paint system.
    a. Apply a conservation-grade varnish to areas of in-painting.
8. Please Note – RLA's scope **does not include**:
    a. Removal of existing paint coating.
    b. Full repaint of painted elements.
    c. Replacement of any elements/glass.
    d. Structural engineer review of the installation.
    e. Structural stabilization, if necessary.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	
ESTIMATED TREATMENT COSTS:	**$ 4,305.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1 day x $1,280 per day ($160 per hour)	$1,280
Report time:	1 hour x $160 per hour	$160
Technicians:	1 day x $720 per day ($90 per hour)	$720
Mobilization:	2 hours x $85 per hour	$170
Materials:		$200
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175

Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$3,915
10% Contingency:		$390
Total:		**$ 4,305**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	4 hours x $90 per hr x 2 staff	$720
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$1,090
10% Contingency:		$100
Total:		**$ 1,190**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Pat Cochran
Title:	*9/11 Memorial*
Date:	2005
Materials:	Stainless Steel and Steel
Overall Dimensions:	TBD
RFP Designation #:	16
Location:	Clover Park Mets Spring Training Field, St. Lucie West

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Stainless Steel and Steel Sculpture, Memorializing 9/11. Center Piece of Sculpture is a piece of Steel I- Beam from the World Trade Center.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Overall Condition of Sculpture is in Excellent Condition. Recommend Cleaning and Polishing Sculpture and Sign. Linseed Oil on the Rusted I-Beam would enhance the look of the original Twin Tower I-Beam piece. After Cleaning and Polishing the sign, check the lettering for fading.*

TREATMENT OBJECTIVE: To perform an overall cleaning, mitigate surface corrosion and apply a linseed oil coating to mild/weathering steel elements.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork, in with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
3. Apply a chemical passivation treatment to the stainless steel surfaces.
    a. Protect mild/weathering steel surfaces to avoid discoloration.
    b. Rinse all surface with filtered water to remove any residue from the surface.
    c. Repeat steps until satisfactory results are achieved.

4. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
5. Apply a clear protective paste wax to all stainless-steel surfaces.
6. Apply a linseed oil coating to central plaque.
7. Please Note – RLA's scope **does not include**:
    1. Replacement of any hardware.
    2. Structural engineer review of the installation.
    3. Structural stabilization, if necessary.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1 DAY
ESTIMATED TREATMENT COSTS:	**$ 4,415.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1 day x $1,280 per day ($160 per hour)	$1,280
Report time:	1 hour x $160 per hour	$160
Technicians:	1 day x $720 per day ($90 per hour)	$720
Mobilization:	2 hours x $85 per hour	$170
Materials:		$300
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$4,015
10% Contingency:		$400
Total:		**$ 4,415**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	3 hours x $90 per hr x 2 staff	$540
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$910
10% Contingency:		$90
Total:		**$ 1,000**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Dennis Kowal
Title:	*Remnant Series #26*
Date:	Installed in 2007
Materials:	Aluminum
Overall Dimensions:	H 8'5" x W 5'5" x D 2'
RFP Designation #:	17
Location:	Marina Square, City of Fort Pierce

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Aerospace Aluminum Vertical Abstract Sculpture, Fabricated in 2004.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Many visitors and staff members interpret design in the sculpture as waterways and rivers. I.E. Map of St. Lucie River. It is always good to hear the interpretation of abstract Sculptor* [sic]. *Power wash Concrete Base and Sculpture. Wash with car wash and buff dry with towels. Sculpture is signed and dated. Mulch around the Base and recommend the Staff or Volunteers wash Sculpture every 6 months.*

TREATMENT OBJECTIVE: Perform an overall cleaning, mitigate surface corrosion, and address biological growth on concrete base.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Examine sculpture for additional concerns, such as corrosion.
3. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
4. If necessary, passivate ferrous corrosion on stainless-steel surface with a citric acid treatment.
    a. Allow to dwell per manufacturer's specifications and clear with distilled water.
    b. Repeat as necessary until desired appearance is achieved.
5. Clean all surfaces with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
6. Apply a clear protective paste wax to all stainless-steel surfaces.
7. Apply a non-toxic biocide to concrete base to mitigate biological growth.
8. Please Note – RLA's scope **does not include**:
    a. Replacement of any hardware.
    b. Structural engineer review of the installation.
    c. Structural stabilization, if necessary.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1 Day
ESTIMATED TREATMENT COSTS:	**$ 4,415.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1 day x $1,280 per day ($160 per hour)	$1,280
Report Time:	1 hour x $160 per hour	$160
Technicians:	1 day x $720 per day ($90 per hour)	$720

Mobilization:	2 hours x $85 per hour	$170
Materials:		$300
Admin Time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$4,015
10% Contingency:		$400
Total:		**$ 4,415**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	3 hours x $90 per hr x 2 staff	$540
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$910
10% Contingency:		$90
Total:		**$ 1,000**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	David Langley
Title:	*Children of the World*
Date:	2008
Materials:	Painted metal
Overall Dimensions:	TBD
RFP Designation #:	18
Location:	Lakewood Park Sports Park

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Monumental Metal Sculpture with youth sports theme and figurative children playing sports and stars radiating from Sports Globe.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *In need of plaque or sign on concrete base or nearby. Clean and weed concrete base. Mulch or ground cover or border of Sculpture base is suggested. Dismantle Sculpture and Photograph/Itemize pieces. Straighten feet on some young athletes. Double brackets to feet or reinforce to prevent bending. Have Sculpture pieces sandblasted and powder coated. On assembly of Sculpture, recommend all new hardware and epoxy base to concrete in addition to anchor bolts.*

TREATMENT OBJECTIVE: To perform an overall cleaning, manipulate bent elements into plane, apply varnish to areas of failing clear coat, apply a protective wax coating to all metal elements, and perform an in-depth assessment to determine if further treatment is necessary.

Given that the colors appear vibrant in Report images and corrosion does not appear to be pervasive, RLA recommends performing as much work in-situ rather than removing, sandblasting and recoating elements.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Examine sculpture for additional concerns.
3. Clean all surfaces of entire artwork and base with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
4. Manually manipulate bent elements into plane.
    a. Please note: Given the nature of these materials, creases/dents may still remain.
5. Gently abrade loose/failing clear coat and apply a conservation-grade varnish to these elements.
6. Locally address corroded hardware as is possible.
    a. If hardware requires replacement, take note of sizes and include in report.
7. Polish central post as is possible/necessary.
8. Apply a protective wax coating to all metal elements.
9. Apply a non-toxic biocide to concrete base to address biological growth.
10. Please Note – RLA's scope **does not include:**
    a. New signage.
    b. Replacement of any hardware.
    c. Blasting or recoating of any elements.
    d. New coatings on concrete.
    e. Structural engineer review of the installation.
    f. Structural stabilization, if necessary.
    g. Use of a scissor lift to access upper areas. In absence of artwork dimensions, RLA assumes all upper areas are accessible with a ladder.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	2 DAYS
ESTIMATED TREATMENT COSTS:	**$ 5,515.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1.5 days on-site x $1,280 per day ($160 per hour)	$1,920
Report time:	1 hour x $160 per hour	$160
Technicians:	1.5 days x $720 per day ($90 per hour)	$1,080
Mobilization:	2 hours x $85 per hour	$170
Materials:		$300
Admin Time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$5,015
10% Contingency:		$500
Total:		**$ 5,515**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160

Technicians:	4 hours x $90 per hr x 2 staff	$720
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$1,090
10% Contingency:		$100
Total:		**$ 1,190**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Unknown
Title:	*Untitled*
Date:	1961
Materials:	Concrete
Overall Dimensions:	TBD
RFP Designation #:	19
Location:	2nd Avenue County Courthouse, Fort Pierce.

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *1961 at County Jail. Was moved to the Courthouse when the Jail was Demolished.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Some small chips and cracks to be sealed and repaired. Fissure cracks on concrete consistent with age. Bronze Plaque in need of cleaning and polishing and lettering restored. Outdoor light at the base of Sculpture is loose and in need of repair.*

TREATMENT OBJECTIVE: Perform an overall cleaning, address cracks in concrete and corrosion on plaque.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Examine relief for additional concerns to be noted in report.
3. Clean all surfaces of entire artwork, including plaque with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
4. Remove macro biological growth from the joints of the relief.
5. Clean all concrete surfaces with a conservation-grade biocide to address biological growth.
6. If deemed necessary, inject cracks in concrete with a conservation-grade injection grout.
7. Fill cracks with an appropriate conservation-grade patching mortar.
    c. Profile finish to be flush with adjacent surfaces.
    d. In-paint all fills to blend with adjacent areas.
    e. Note: Fills and in-painting will blend from a normal viewing distance of 6' or more. However, due to the nature of these repairs on an uninterrupted monochromatic surface, in-painting may be evident but not distracting from a close viewing distance.
9. Remove corrosion mechanically from surfaces of bronze plaque.
10. Polish raised lettering.
11. Apply a cold wax coat to all plaque surfaces and buff to a soft sheen
12. Please Note – RLA's scope **does not include:**
    a. Repair of light fixture.
    b. Structural engineer review of the installation.

c. Structural stabilization, if necessary.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1 DAY
ESTIMATED TREATMENT COSTS:	**$ 4,415.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1 day x $1,280 per day ($160 per hour)	$1,280
Report time:	1 hour x $160 per hour	$160
Technicians:	1 day x $720 per day ($90 per hour)	$720
Mobilization:	2 hours x $85 per hour	$170
Materials:		$300
Admin Time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$4,015
10% Contingency:		$400
Total:		**$ 4,415**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	2 hours x $90 per hr x 2 staff	$360
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$730
10% Contingency:		$70
Total:		**$ 800**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Unknown
Title:	*3 Concrete and Coquina Shell Benches*
Date:	Unknown
Materials:	Concrete and Coquina
Overall Dimensions:	H 37" x W 68" x D 68" Each
RFP Designation #:	20
Location:	St. Lucie County Administration Building, 2300 Virginia Avenue Fort Pierce.

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Functional Art. Three seating areas all the same size. Coquina Shell half moon raised center.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Pressure wash with detergent to remove dirt, mildew and some moss growing in cracks. Note some fissure cracks in concrete near Coquina Shell mounds common with age. Structurally Artworks and in good condition and in need of cleaning. No signage although as functional Art the Art is for outdoor seating.*

TREATMENT OBJECTIVE: Perform an overall cleaning, address cracks and biological growth on concrete.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Examine sculpture for additional concerns.
3. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
    c. Note: Given the delicate nature of coquina, pressure washing is not recommended.
4. Apply a non-toxic biocide to address biological growth.
    a. Note: some staining may remain in coquina due to the many crevices and porosity associated with the material.
5. If deemed necessary, inject cracks in concrete with a conservation-grade injection grout.
6. Fill cracks with an appropriate conservation-grade patching mortar.
    1. Profile finish to be flush with adjacent surfaces.
    2. In-paint all fills to blend with adjacent areas.
7. Please Note – RLA's scope **does not include:**
    a. New signage.
    b. Structural engineer review of the installation.
    c. Structural stabilization, if necessary.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1 DAY
ESTIMATED TREATMENT COSTS:	**$ 4,415.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1 day x $1,280 per day ($160 per hour)	$1,280
Report time:	1 hour x $160 per hour	$160
Technicians:	1 day x $720 per day ($90 per hour)	$720
Mobilization:	2 hours x $85 per hour	$170
Materials:		$300
Admin Time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$4,015
10% Contingency:		$400
Total:		**$ 4,415**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0

Report time:	1 hour x $160 per hour	$160
Technicians:	2 hours x $90 per hr x 2 staff	$360
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$730
10% Contingency:		$70
Total:		**$ 800**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Anita Prentice and Pat Cochran
Title:	*Highwaymen Mosaic Mural and Plaques*
Date:	2011
Materials:	Glass mosaic with a concrete frame and painted grout, bronze plaques
Overall Dimensions:	H 12'6" x W 7' x D 2"-6"
RFP Designation #:	21
Location:	725 Avenue D, Fort Pierce, Intermodal Transit Center

DESCRIPTION: Glass mosaic with painted grout. The mosaic has 27 plaques embedded in a border around it in addition to informational plaque to the side.

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Cleaning of Mosaic and cleaning and polishing of Bronze Plaques. Hand paint grout where colors have faded from the sun and weathering. Clean and polish Bronze Plaques and enhance lettering. Clean and polish information plaque that is mounted to the building. Remove splotch of black paint and new patina to information plaque, enhancing new lettering. Borders faded, apply gold color trim borders to frame and plaque.*

TREATMENT OBJECTIVE: Perform an overall cleaning, address corrosion on bronze plaques, polish raised letter and apply protective wax coatings.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
3. In-paint faded grout with a potassium silicate paint.
4. Remove spray paint vandalism from exterior plaque.
5. Remove remaining failed coating on bronze plaque using organic solvents.
    a. if necessary, utilize a commercial stripper.
6. Remove corrosion mechanically from surfaces of bronze surfaces.
7. Polish raised lettering.
8. Locally patinate areas of patina loss on sculpture with a cold patina treatment to provide a homogenous appearance throughout all bronze surfaces.
    a. Hot work is not recommended due to the glass elements in proximity to the bronze plaques.
9. Apply a cold wax coat to the surfaces of all plaques and buff to a soft sheen.
10. Please Note – RLA's scope **does not include:**
    a. Replacement plaques/signage.
    b. Full patination of bronze surfaces.
    c. Structural engineer review of the installation.

d. Structural stabilization, if necessary.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1.5 DAYS
ESTIMATED TREATMENT COSTS:	**$ 5,645.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1.5 days on-site x $1,280 per day ($160 per hour)	$1,920
Report time:	1 hour x $160 per hour	$160
Technicians:	1.5 days x $720 per day ($90 per hour)	$1,080
Mobilization:	2 hours x $85 per hour	$170
Materials:		$300
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	2 days x $60/day x 2 staff	$240
Subtotal:		$5,135
10% Contingency:		$510
Total:		**$ 5,645**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	3 hours x $90 per hr x 2 staff	$540
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$910
10% Contingency:		$90
Total:		**$ 1,000**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Ginny Piech Street
Title:	*Flowers and Bees*
Date:	2008-2010
Materials:	Painted laser cut aluminum and painted cast concrete
Overall Dimensions:	TBD
RFP Designation #:	22
Location:	2200 Avenue Q, Fort Pierce Common area breezeway between Garden City Elementary School and Garden City Career Development Center.

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Figurative Metal/Aluminum Artwork attached to metal fencing and gates that enclose breezeway. Laser cut aluminum, painted flowers and cast concrete painted bees.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *This would make an excellent restoration project for Art Students in SLC schools. Light pressure wash of Artworks and Fences. Replace concrete bee's with clean concrete casts with new hardware.*
Note: Chain Link fencing bees are attached to is rusted and will fail soon.
Photograph and Label and all cut aluminum Sculptures, remove paint and repaint. Replace hardware or aluminum panels, wash and paint fencing, doors and gates. Weed garden and remove debris that has been collecting.

TREATMENT OBJECTIVE: Perform an overall cleaning, address corroded and failing metal elements in-situ as possible, and repaint localized losses in-situ where needed.

Replacement of concrete bees and associated hardware is not possible within this scope of work, nor is removal and full repaint of gate elements. Those processes would require an in-depth examination and appropriate planning. RLA recommends performing as much cleaning and stabilization of elements in-situ.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Examine sculpture for additional concerns.
3. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
4. In-paint areas of localized paint loss throughout with a conservation-grade paint system.
    a. Apply a conservation-grade varnish to all in-painting.
5. Utilize conservation-grade adhesives to stabilize individual elements as necessary.
6. Please Note – RLA's scope **does not include:**
    a. Replacement signage.
    b. Replacement of cast bees.
    c. Replacement of hardware.
    d. Replacement of chain-link fences.
    e. Full repainting of any elements.
    f. Weeding the garden or any other associated landscaping.
    g. Structural engineer review of the installation.
    h. Structural stabilization, if necessary.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1.5 DAYS
ESTIMATED TREATMENT COSTS:	**$ 5,645.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1.5 days on-site x $1,280 per day ($160 per hour)	$1,920
Report time:	1 hour x $160 per hour	$160
Technicians:	1.5 days x $720 per day ($90 per hour)	$1,080
Mobilization:	2 hours x $85 per hour	$170
Materials:		$300

Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	2 days x $60/day x 2 staff	$240
Subtotal:		$5,135
10% Contingency:		$510
Total:		**$ 5,645**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	3 hours x $90 per hr x 2 staff	$540
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$910
10% Contingency:		$90
Total:		**$ 1,000**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Unknown
Title:	*Public Arts Mural*
Date:	Circa 2008-2010
Materials:	Painted stucco
Overall Dimensions:	TBD
RFP Designation #:	23
Location:	400 SW Ravenswood Lane, Port St. Lucie FL. County Parks and Recreation Pool and Recreation area.

DESCRIPTION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Mural on exterior walls of restrooms building at Ravenswood. Pool Mural is a seashore scene with native Florida plants, boats, in the background. Also an ocean view of the bay with seabirds and wildlife on the beach.*

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Overall Condition of Mural is fair. Some chipping of stucco and wear and tear on the Mural and shower floor which is typical for a high use area pool recreation site. No Immediate maintenance needed except the floor of the shower area to be repainted aqua blue. Wood trim on corners of the building and upper roof vent have some decay and trim of Mural on wood is chipped out. Some holes in wood Mural on stucco walls of the restroom have faded from UV although still presentable for at least 2 more years before repaint or whitewash for new Mural. Recommend commissioning new Mural when repairs to trim of the building and stucco are made.*

TREATMENT OBJECTIVE: Perform an overall cleaning, address biological growth and losses in concrete, and repaint shower floor, and in-paint losses in mural where needed.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.

2. Examine mural for additional concerns related to the substrate, painted surfaces and wood elements.
    a. Wood elements may be able to be replaced during a subsequent mobilization with further information ascertained from an assessment.
3. Dry/damp clean painted surfaces.
4. Clean surface of shower floor with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
5. Repaint shower floor with a coating suitable for concrete floors in an outdoor setting.
    a. RLA recommends a paint coating that is appropriate for a marine environment, to be confirmed by the Artist or County, whomever is most appropriate. Color codes to be confirmed by the Artist or County, whomever is most appropriate. If color codes do not exist, County to provide colors based on commercially available matches.
    b. County to close shower from visitor access.
    c. Please note due to this being a high traffic area with flowing water, it is unknown how long a new paint coat can be expected to last.
6. Apply a non-toxic biocide to address biological growth.
7. Fill minor losses in exposed substrate with an appropriate conservation-grade patching mortar.
    a. Profile fills to be flush with adjacent surfaces.
2. In-paint all fills and areas of localized paint loss in mural with a conservation-grade paint system to blend with adjacent areas.
    a. Apply a conservation-grade varnish to all areas of in-painting.
3. Please Note – RLA's scope **does not include:**
    a. Replacement signage.
    b. Color matching of paint color for shower floor.
    c. Full repainting of any mural elements.
    d. Replacement of wood elements.
    e. Structural engineer review of the installation.
    f. Structural stabilization, if necessary.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	2 Days
ESTIMATED TREATMENT COSTS:	**$ 6,835.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	2 days x $1,280 per day ($160 per hour)	$2,560
Report time:	1 hour x $160 per hour	$160
Technicians:	2 days x $720 per day ($90 per hour)	$1,440
Mobilization:	2 hours x $85 per hour	$170
Materials:		$500
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	2 nights x $160/night x 2 staff	$320
Per Diem:	2 days x $60/day x 2 staff	$120
Subtotal:		$6,215
10% Contingency:		$620
Total:		**$6,835**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	4 hours x $90 per hr x 2 staff	$720
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$1,090
10% Contingency:		$100
Total:		**$ 1,190**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Anita Prentice
Title:	*Mosaic Tile Splash Pool Public Artwork*
Date:	2008-2010
Materials:	Tile with fountain spouts
Overall Dimensions:	TBD
RFP Designation #:	24
Location:	MLK Dreamland Park, Ft. Pierce FL

DESCRIPTION: This artwork is a splash pad with an outer mosaic ring of white background and stick people. The center consists of an 8-pointed star with Dr. Martin Luther King Jr. in the center circle of the star. The star has red and orange tiles with grout. This is surrounded by smooth cement. The portrait is in grayscale tiles.

Based on the images provided, the mosaic has received significant loss throughout the years with different types of patchwork, missing decals, and varying mosaic tile replacements. The star point above the portrait head has approximately 1.5' loss that was patched with cement. The portrait has sections of different color patches throughout along with different shapes and colors of tiles. The background of the portrait has minor original tiles remaining which appear to be in the shape of rectangles compared to the more recent squares set. Details of what the background is supposed to show is missing along with details to the ear and outfit.

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Some loose tile pieces that can be temporarily patched with concrete. Artwork has numerous patches and faded tile work. Recommend patch work for now and then an estimate on the retile of the Sculpture. Fading from UV and foot traffic over 15 years have diminished the color and appearance of the Artwork. Work is currently functional and used often by the public visiting the park with young children.*

TREATMENT OBJECTIVE: Perform an overall cleaning, address losses in grout and mortar, replace lost tiles with commercially available tiles, and perform full sounding survey of all mosaic surfaces to examine areas that may be in danger of delaminating.

PROPOSED TREATMENT:

1. Prior to treatment, County to provide size/colors of individual tiles.
2. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
3. County to turn off the fountain two (2) days prior to treatment to allow area to fully dry.
    a. Fountain to remain off during treatment days.

4. Clean all surfaces with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
5. Perform sounding survey of all tiled surfaces to investigate any areas of potential delamination.
    a. If potential underlying delamination is discovered, this condition will be noted in the report and a proposal for further treatment can be provided upon request.
6. Replace missing tiles with similar commercially available tiles.
    a. Please note: Replacement tiles may not match original tiles due to variation in production as well as weathering/aging of original tiles.
    b. This treatment will only address the current tiles missing.
7. Regrout areas of loss within composition.
8. Please Note – RLA's scope **does not include:**
    a. Replacement signage.
    b. Full replacement of mosaic elements.
    c. Injection to stabilize loose tiles.
    d. Replacement or inspection of any plumbing features.
    e. Structural engineer review of the installation.
    f. Structural stabilization, if necessary

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	TURN OFF FOUNTAIN TWO (2) DAYS PRIOR TO TREATMENT
ESTIMATED TREATMENT TIME:	2 Days
ESTIMATED TREATMENT COSTS:	**$ 6,965.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	2 days x $1,280 per day ($160 per hour)	$2,560
Report time:	1 hour x $160 per hour	$160
Technicians:	2 days x $720 per day ($90 per hour)	$1,440
Mobilization:	2 hours x $85 per hour	$170
Materials:		$500
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	2 nights x $160/night x 2 staff	$320
Per Diem:	2 days x $60/day x 2 staff	$240
Subtotal:		$6,335
10% Contingency:		$630
Total:		**$6,965**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	4 hours x $90 per hr x 2 staff	$720
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$1,090
10% Contingency:		$100
Total:		**$ 1,190**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Regional Plaque and Monument Vendor, Unknown
Title:	*Commemorative Plaques 5*
Date:	Multiple Years as Plaques were added.
Materials:	Bronze on Granite with ferrous metal borders
Overall Dimensions:	Three at H 16" x W 18" x D 18", One at H 8" x W 23" x D 23", and one at H 28" x W 32" x D 28".
RFP Designation #:	25
Location:	Clover Park Mets Field, St. Lucie West

DESCRIPTION: This installation consists of five (5) bronze plaques, two (2) of which have ferrous metal borders, installed onto granite stone slabs.

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Consult with County Staff to see if County can clean and polish Plaques. Clean Granite Stone and Bronze Plaque. Polish Bronze Plaques. Plaques are a light metal aluminum colored bronze, and two have ferrous metal borders.*

TREATMENT OBJECTIVE: Perform an overall cleaning, address corrosion on plaques, apply new patinas and new wax coatings.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Clean all surfaces of entire artwork with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
3. Remove remaining failed coating on metal plaques using either organic solvents or, if necessary, a commercial stripper.
4. Remove corrosion mechanically from surfaces of plaques.
5. If active copper alloy corrosion is observed, apply a chemical passivation treatment.
    a. Allow to dwell on the surface overnight, then clear with organic solvents.
6. Locally patinate areas of patina loss on plaques to provide a relatively homogenous appearance throughout all bronze surfaces.
7. Polish raised lettering.
8. Apply a wax coating with a wax blend developed by the Getty Conservation Institute for high heat and UV environments.
    a. Apply another cold wax coating to all surfaces and buff to a soft sheen.
9. Please Note – RLA's scope **does not include:**
    a. Replacement plaques/signage.
    b. Full patination of metal surfaces.
    c. Structural engineer review of the installation.
    d. Structural stabilization, if necessary.

SPECIAL EQUIPMENT: NONE

COORDINATION WITH COUNTY: ACCESS IF NECESSARY

ESTIMATED TREATMENT TIME: 1.5 DAYS

ESTIMATED TREATMENT COSTS: **$ 5,865.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1.5 days on-site x $1,280 per day ($160 per hour)	$1,920
Report time:	1 hour x $160 per hour	$160
Technicians:	1.5 days x $720 per day ($90 per hour)	$1,080
Mobilization:	2 hours x $85 per hour	$170
Materials:		$500
Admin time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	2 days x $60/day x 2 staff	$240
Subtotal:		$5,335
10% Contingency:		$530
Total:		**$ 5,865**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	5 hours x $90 per hr x 2 staff	$900
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$1,127
10% Contingency:		$100
Total:		**$1,227**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Unknown
Title:	*BOCC Leaders and Building Information Plaques (3)*
Date:	Unknown
Materials:	Metal on Granite
Overall Dimensions:	TBD
RFP Designation #:	26
Location:	Two (2) Plaques at County Administration Building, 2300 Virginia Avenue, One (1) Plaque at County Courthouse, 2nd Avenue Fort Pierce.

DESCRIPTION: Metal Plaques on Granite outside County Buildings commemorating County Leaders past contributions.

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Cleaning and buffing Granite and Metal Plaques. Enhance lettering or restore lettering where needed. Consult with County Archives to get a good color portrait of Mr. Poitras replicated; the current picture on plaque has faded with UV exposure and*

weathering.

TREATMENT OBJECTIVE: Perform an overall cleaning of all plaques, locally repatinate minor losses, and apply new wax coatings to all plaques.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. Examine plaques for additional concerns.
3. Clean all plaque surfaces with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
4. Remove remaining failed coatings from plaques using either organic solvents or, if necessary, a commercial stripper.
5. Locally patinate areas of loss as needed.
6. Where needed, polish bronze lettering.
7. If necessary, in-paint losses in lettering of granite plaque.
8. Apply a wax coating with a wax blend developed by the Getty Conservation Institute for high heat and UV environments.
    a. Apply another cold wax coating to all surfaces and buff to a soft sheen.
9. Please Note – RLA's scope **does not include:**
    a. Replacement plaques/signage.
    b. Replacement of hardware.
    c. Full patination of metal surfaces.
    d. Repairs to granite material.
    e. Replacement of portrait of Mr. Poitras.
    f. Structural engineer review of the installation.
    g. Structural stabilization, if necessary.

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1 DAY
ESTIMATED TREATMENT COSTS:	**$ 4,415.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1 day x $1,280 per day ($160 per hour)	$1,280
Report time:	1 hour x $160 per hour	$160
Technicians:	1 day x $720 per day ($90 per hour)	$720
Mobilization:	2 hours x $85 per hour	$170
Materials:		$300
Admin Time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$4,015
10% Contingency:		$400

Total:	**$ 4,415**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	2 hours x $90 per hr x 2 staff	$360
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$730
10% Contingency:		$70
Total:		**$ 800**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

Artist:	Plaque Fabrication, Unknown
Title:	*Information Plaque*
Date:	2011
Materials:	Metal
Overall Dimensions:	H 31" x 32" x W 1" x D 1"
RFP Designation #:	27
Location:	725 Avenue D, Fort Pierce, Intermodal Transit Center

DESCRIPTION: Metal Plaque on face of the building naming officials and agencies that approved construction and funding of Transit Center.

CONDITION: Per the Public Arts Sculpture Collection Assessments and Condition Report 2024: *Clean and Polish Plaque and enhance lettering, new patina after cleaning if needed. Apply new gold color trim borders to Plaque Frame.*

TREATMENT OBJECTIVE: To provide an overall cleaning of bronze plaques, address corrosion throughout, polish raised elements and apply a new wax coating to all plaques.

PROPOSED TREATMENT:

1. Document the treatment with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment images as well as recommendations for ongoing routine maintenance.
2. If necessary, reduce cupric runoff with appropriate cleaning methods.
3. Clean all surfaces with a solution of distilled water and a conservation-grade detergent.
    a. Rinse with distilled water.
    b. Dry with soft microfiber cloths.
4. Remove remaining failed coatings from plaques using either organic solvents or, if necessary, a commercial stripper.
5. Locally patinate areas of loss as needed.
6. Polish raised bronze elements.
7. Apply a wax coating with a wax blend developed by the Getty Conservation Institute for high heat and UV environments.
    a. Apply another cold wax coating to all surfaces and buff to a soft sheen.
8. Please Note – RLA's scope **does not include:**
    a. Replacement plaques/signage.
    b. Replacement of hardware.
    c. Full patination of metal surfaces.

d. Structural engineer review of the installation.
e. Structural stabilization, if necessary

SPECIAL EQUIPMENT:	NONE
COORDINATION WITH COUNTY:	ACCESS IF NECESSARY
ESTIMATED TREATMENT TIME:	1 DAY
ESTIMATED TREATMENT COSTS:	**$ 4,415.00**

Costs are inclusive of labor, documentation, report, travel time, mileage, lodging, meals, equipment rental and materials. Any scope not expressly outlined above is excluded.

TREATMENT COST ESTIMATE BREAKDOWN:

Conservator:	1 day x $1,280 per day ($160 per hour)	$1,280
Report time:	1 hour x $160 per hour	$160
Technicians:	1 day x $720 per day ($90 per hour)	$720
Mobilization:	2 hours x $85 per hour	$170
Materials:		$300
Admin Time:	2 hours x $85 per hour	$170
Travel Time:	4 hours round trip x $75 per hour	$600
Mileage:	250 miles x GSA rate of $0.70/mile	$175
Lodging:	1 night x $160/night x 2 staff	$320
Per Diem:	1 day x $60/day x 2 staff	$120
Subtotal:		$4,015
10% Contingency:		$400
Total:		**$ 4,415**

ROUTINE MAINTENANCE COST ESTIMATE:

Conservator:	0 hours on-site x $160 per hour	$0
Report time:	1 hour x $160 per hour	$160
Technicians:	2 hours x $90 per hr x 2 staff	$360
Mobilization:	½ hour x $85 per hour	$42.50
Materials:		$125
Admin time:	½ hour x $85 per hour	$42.50
Subtotal:		$730
10% Contingency:		$70
Total:		**$ 800**

Routine maintenance costs provided do not include travel costs, as those would be calculated per mobilization based on a maintenance scope defined by the County. The general scope of a routine maintenance would include overall in-depth cleanings, debris removal, minor to moderate corrosion removal, minor in-painting, mitigate biological growth, and renewal of cold wax coatings as needed.

TAB 6. ADDITIONAL DATA

RLA STAFF CV'S, DIPLOMAS, & CERTIFICATIONS

CHRISTINA VARVI
ROSA LOWINGER
NELSON HALLONQUIST
CAROLINE DICKENSHEETS
ELENA BOWEN

CHRISTINA VARVI

Fellow, AIC | Recognized Professional, APT

PROFESSIONAL EXPERIENCE

RLA Conservation, LLC, Los Angeles, CA
Conservator 2011-2022
President & Chief Conservator, 2022 – present

- Responsible for project management of Los Angeles and national-based projects.
- Conducts condition assessments, develops treatment protocols, implementation of treatments, management of technicians and sub-contractors, and preparation of treatment reports.
- *Selected Projects:*
  - LA COUNTY METRO: Surveys of four (4) different rail line station artworks. Treatment of station artworks including glazed ceramic tile, porcelain enamel, powder coating, and tinted concrete.
  - SAN DIEGO INT'L AIRPORT, SAN DIEGO, CA: Survey and ongoing maintenance for collection of approximately 50 artworks. Conservation treatment of Terry Thornsly's 25' tall bronze and copper indoor fountain, "Sea Rhythms". Conservation treatment of Les Perhacs' monumental outdoor bronze, "In Search of Wilderness".
  - "EXTENDING THE ARMS OF CHRIST" MOSAIC, HOUSTON, TX: Designed and implemented treatment to re-locate 16' H x 96' L glass mosaic from the exterior of the original Houston Methodist Hospital into the hospital's new atrium.
  - CITY OF BEVERLY HILLS, BEVERLY HILLS, CA: Ongoing management of maintenance, conservation, and new public art review for collection of 26 artworks. Treatment of sculptures by Carol Bove, Yayoi Kusama, Fletcher Benton, and Ai Weiwei, among others.
  - CITY OF SIOUX FALLS, SIOUX FALLS, SD: Ongoing management of maintenance, conservation, and new public art review for collection. Collection of 48 artworks, predominantly bronze.
  - CITY OF LOS ANGELES, LOS ANGELES, CA: Conservation treatment of Peter Shelton's monumental installation of eight (8) patinated bronzes, *sixbeaststwomonkeys*. Conservation of two WWI monuments in granite and concrete. Conservation of historic granite masonry neighborhood
  - HAWAII STATE FOUNDATION ON CULTURE AND THE ARTS, HONOLULU, HI: Oversaw initial contract treatment of ten (10) outdoor public artworks throughout the islands of Oahu, Maui, and Kauai in copper sheet, bronze, gilded surfaces, and acrylic. Implemented hands-on treatment at four (4) of the artworks. Overseeing second contract of fifteen (15) sculptures in
  - CAROLYN CAMPAGNA KLEEFELD CONTEMPORARY ART MUSEUM (FORMERLY UNIVERSITY ART MUSEUM), CALIFORNIA STATE UNIVERSITY AT LONG BEACH, LONG BEACH, CA: Assisted with 2011 updated collection condition survey. Since 2012, worked with University staff to perform full conservation treatments of Robert Murray's *Duet* (1965), J.J. Beljon's *Homage to Simon Rodia* (1965), Robert Irwin's *Winow Wall for Cal State Long Beach* (1975), Rita Letendre's *Sun Forces* (1965), as well as various interim maintenance treatments on indoor and outdoor collection objects.

Central Park Conservancy, New York, New York
Monuments Conservation Intern, 2011

- Conducted routine maintenance on the Park's collection of fifty-plus stone and bronze monuments, cleaning each artwork and applying sacrificial wax coatings to bronze sculptures (hot and cold wax).
- Conducted condition assessments on each of the monuments and documented findings in a database.

- Received technical training, such as stripping lacquer and re-pointing, while working on a wide variety of sculptural and architectural features of various materials, age, condition and conservation needs.

Jablonski Building Conservation, Inc., New York, NY
Conservation Intern, 2010 - 2011

- Cleaned and repaired twelve ceramic relief tile murals by Margie Hughto ("Trade, Treasure, and Travel") to be re-installed in the new Fulton Street MTA station.
- Prepared paint sample cross sections for polarized and UV light microscopy.
- Mechanical and chemical cleaning as well as surface repairs of the Whitney Memorial's Quincy granite in Woodlawn Cemetery.

EDUCATION

Columbia University, Graduate School of Arch., Planning & Preservation, New York, NY
M.Sc. in Historic Preservation with a concentration in materials conservation, May 2011

- Outstanding Thesis Award: "What Lies Beneath?: Non-Destructive Investigation of Hidden Decorative Finishes Using Infrared Technologies"

Providence College, Providence, RI
B.A. in History with a minor in French and Development of Western Civilization, May 2007

TEACHING EXPERIENCE

- "Conserving Painted Outdoor Sculpture", Instructor – in-person course, Getty Conservation Institute, Otterlo, Netherlands – October 2023.
- "Historic Concrete Preservation In Practice: Cleaning & Graffiti Mitigation", Instructor – in-person lecture, Introduction to Conserving Modern Architecture Course, Getty Conservation Institute, Los Angeles, CA - August 2023.
- "Emergency Preparedness for Public Art Collections", online workshop, Americans for the Arts, September 2021.
- "How to Write a Public Art Emergency Preparedness Plan", online workshop, Florida Association for Public Art Professionals, July 2020.
- "How to Write a Public Art Emergency Preparedness Plan", workshop, Americans for the Arts 2019 Annual Convention, Minneapolis, MN, June 2019.

TECHNICAL SKILLS & PROFESSIONAL TRAINING

- OSHA 30-hour Certified for the Construction Industry
- Operator Certified: Aerial Lift / Scissor Lift
- Certified Jahn® Mortar Installer

- Certified CAP Assessor (AIC)
- Certified National Heritage Responder (AIC)

MEMBERSHIPS

- Fellow (since 2023), Professional Associate (since 2014), American Institute for Conservation (AIC)
  - Objects and Architectural Specialty Groups Member
- Board Member & Treasurer, Western Chapter – Association for Preservation Technology (WCAPT)
- Recognized Professional (since 2023), Association for Preservation Technology International (APT)
- Member, Western Association of Art Conservation (WAAC)
- Member, International Committee for the Conservation of Mosaics (ICCM)
- National Trust for Historic Preservation
- California Preservation Foundation
- Los Angeles Conservancy
- Southeast Regional Conservation Association (SERCA)

PRESENTATIONS, LECTURES, & PAPERS

- "Cherished and Repurposed: Relocating Monumental Modern Mosaics", Docomomo US Annual National Symposium, Miami, FL, May 2024.

- "Angels Rising from the Ashes: Conserving the Fire Damaged Reredos and Sculptures at Mission San Gabriel", American Institute for Conservation 51st Annual Meeting, Jacksonville, FL, May 2023.

- Guest Lecturer, Materials Conservation, Master of Heritage Conservation Program, University of Southern California School of Architecture, Los Angeles, CA, 2020 through 2024.

- "Moving a Monument: The Relocation of Extending Arms of Christ at Houston Methodist Hospital," International Committee for the Conservation of Mosaics, 14th Triennial Conference, Plovdiv, Bulgaria, October 2022. Conference papers available in 2023.

- "Saving Streamline Moderne: Conservation of the gold-glass mosaic facade of the Saban (former May Company Department Store) Building, Academy Museum of Motion Pictures, Los Angeles", International Committee for the Conservation of Mosaics, 14th Triennial Conference, Plovdiv, Bulgaria, October 2022. Conference papers available in 2023.

- "Angels Rising from the Ashes: Conserving the Fire Damaged Reredos and Sculptures at Mission San Gabriel", APT DC 2022 Symposium – Sacred Spaces co-sponsored by Partnership for Sacred Spaces, September 2022.

- Guest Lecturer – Getty Marrow Interns, Carolyn Campagna Kleefeld Contemporary Art Museum, California State University, Long Beach, CA, July 2022.

- "Saving Streamline Moderne: Conservation of the gold-glass mosaic facade of the Saban (former May Company Department Store) Building, Academy Museum of Motion Pictures, Los Angeles", American Institute for Conservation 50th Annual Meeting, Los Angeles, CA, May 2022.

- "Conservation Topics on Our Minds", online webinar and discussion group, Public Art Exchange (PAX) in conjunction with Western Association for Art Conservation (WAAC), May 2022.

- "Approaches to Hazardous Materials in an Historic Context", online webinars and discussion groups, Technical Committee on Materials, Association for Preservation Technology, April 2022.

- "Module 4 – Historic Concrete Preservation In Practice: Cleaning", online webinars and discussion groups, Introduction to Conserving Modern Architecture Course, Getty Conservation Institute, September 2021.

- "Emergency Preparedness for Public Art Collections", online workshop, Americans for the Arts, September 2021.

- "Conserving the Uncollectable: Earth and Site-Specific Sculpture, Virtual Concurrent General Session, American Institute for Conservation 2020 Conference, July, 2020.

- Guest Lecturer, Materials Conservation, Arch 579 – Technical Issues in Preservation Design, College of Built Environments – Architecture, University of Washington, Seattle, WA, May 2020, 2021, and 2022.

- "How to Write a Public Art Emergency Preparedness Plan", online workshop, Florida Association for Public Art Professionals, July 2020.

- Guest Lecturer, University of Miami undergraduate course in Architecture/Historic Preservation, Miami, FL, April 2020.

- "Saving Streamline Moderne: Conservation of the stone and gold-glass mosaic facades of the Saban (former May Company Department Store) Building, Academy Museum of Motion Pictures, Los Angeles", Surface Effects: Architectural Tile & Terrazzo and its Conservation Symposium and Workshop, Philadelphia, PA, February 2020.

- "Moving the Immovable: Logistical Challenges in the Relocation of Monumental Architectural Artworks", Association for Preservation Technology Annual Conference, Miami, FL, November 2019.

- "How to Write a Public Art Emergency Preparedness Plan", workshop, Americans for the Arts 2019 Annual Convention, Minneapolis, MN, June 2019.

- "Saving Streamline Moderne: Conservation of the stone and gold-glass mosaic facades of the Saban (former May Company Department Store) Building, Academy Museum of Motion Pictures, Los Angeles", California Preservation Foundation Annual Conference, Palm Springs, CA, May 2019.

- "Finishing Touches: Conservation-Based Repairs for Modern Terrazzo, Petrachrome, and Cement-Based Decorative Surfaces", Preserving the Recent Past 3, Los Angeles, CA, March 2019.

- "Artworks & Decorative Features in Garden Settings: Strategies for Sustainable Long-Term Care", American Public Gardens Association, Anaheim, CA, June 2018.

- "Moving a Monument: The Relocation of Extending Arms of Christ at Houston Methodist Hospital," American Institute for the Conservation's 46th Annual Meeting, Houston, TX, May 2018.

- "Conservation of Board-Formed Concrete," California Preservation Foundation, Pasadena, CA, February 2018.

- "Revisiting Conversations about Conservation, Cultural Patrimony and Sustainability", panelist, University Art Museum at Cal State Long Beach, Long Beach, CA, November 2015.

- "One Piece at a Time: The Repair of Felt-Based Sheet Flooring at Johnny Cash's Boyhood Home in Dyess, Arkansas", American Institute for Conservation's 43rd Annual Meeting, Miami, FL, May 2015

PUBLICATIONS

Lowinger, R., Varvi, C., & Ciociola, K. (2020). Logistical challenges in the relocation of monumental modern architectural artworks. *Studies in Conservation, 65*(sup1), 192–198. https://doi.org/10.1080/00393630.2020.1780855

Rivenc, R., Langenbacher, J., Varvi, C., Lowinger, R., Coltharp, M., & Trimble, B. 2018. *'When art meets technology-can the love affair last? The legacy of the 1965 sculpture symposium at the California State University Long Beach and the Challenges of maintaining a sculpture park on a university campus'*, in S.M. Sunara and A. Thorn (eds), *SPark: The Conservation of Sculpture Parks*. London; Archetype Publications Ltd, 18–31.

Langenbacher, J., Varvi, C., Rivenc, R. 2015. 'Case study: Robert Murray – *Duet: Homage to David Smith, 1965'*, in B. Trimble and M. Coltharp (eds), *FAR-SITED: California International Sculpture Symposium 1965/2015*. Long Beach: University Art Museum, California State University Long Beach, 92-7.

AWARDS

- **Mission San Gabriel Archangel – San Gabriel, CA**
  - California Preservation Foundation 2024 – Preservation or Restoration

- **"Extending Arms of Christ" Mosaic– Houston Methodist Hospital, Houston, TX:**

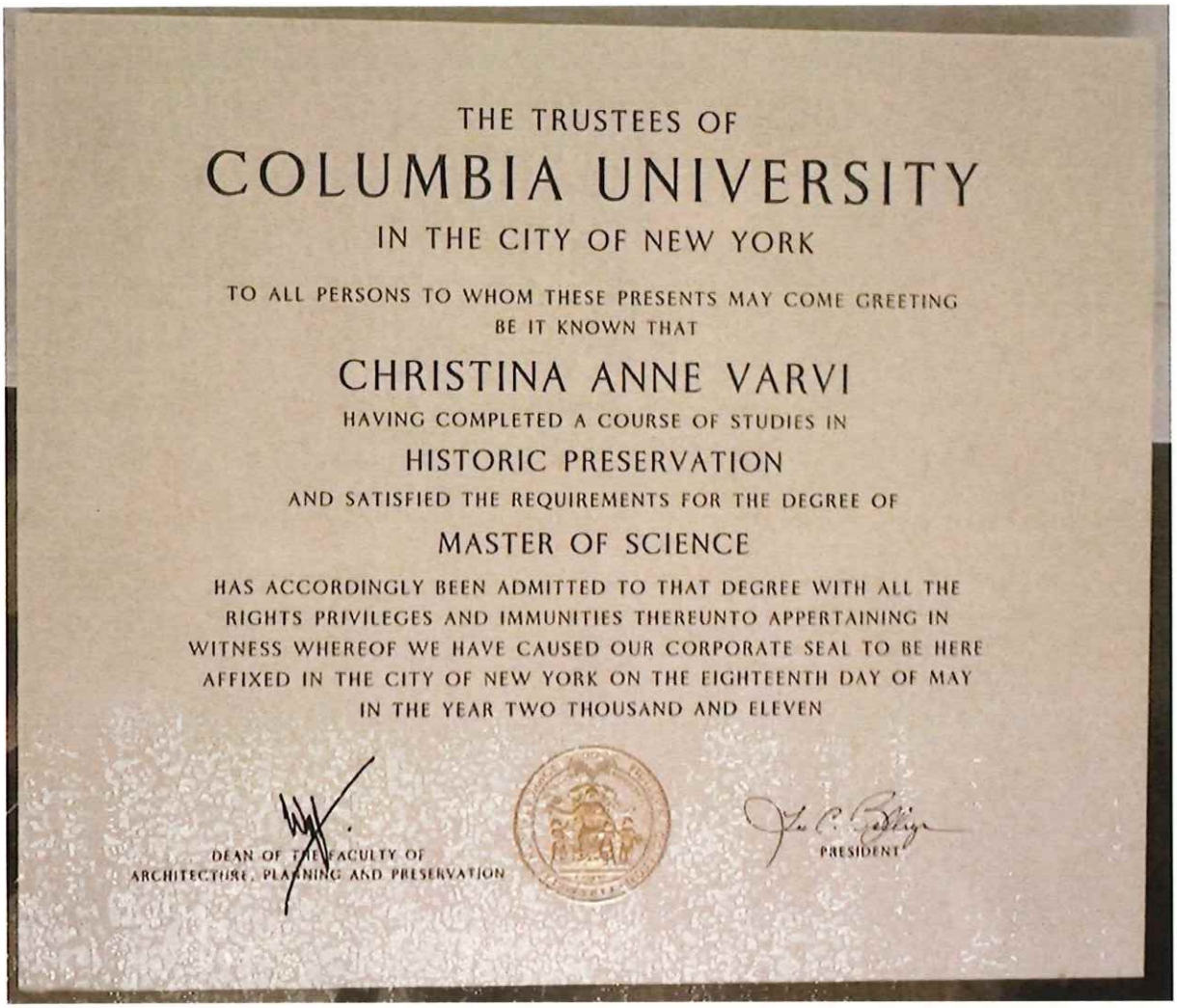
- Preservation Houston 2019 – Good Brick Award

- **Academy Museum of Motion Pictures (May Company Building), Los Angeles, CA:**
  - California Preservation Foundation 2019 - Craftsmanship & Preservation Technology
  - American Institute of Architects, LA Chapter 2020 - Building Team of the Year Presidential Honor
  - LA Business Council's 51st Annual Architectural Award 2021 - Chairman's Award
  - Architectural Digest magazine's international editors' WOW list for 2022
  - Los Angeles Conservancy 2022 – 2 Preservation Awards: Institutional Adaptive Reuse/Rehabilitation & Chairman's Award

- **First Congregational Church - Long Beach, Long Beach, CA:**
  - Commendation for Excellence from the Victorian Society of America 2021
  - National Facade Tectonics Institute - Vitruvian Award 2021 - Outstanding Facade Preservation
  - 2021 - ICON - Nigel Williams Prize
  - California Preservation Foundation 2021 - Craftsmanship & Preservation Technology
  - Los Angeles Conservancy 2023 – Preservation Award

- **Point Reyes Lighthouse Restoration, Point Reyes, CA:**
  - California Preservation Foundation – Preservation Design Award 2022

- **Central Fire Station, O'ahu, HI:**
  - Historic Hawai'i Foundation Preservation Honor Awards 2022 – Project Award: Rehabilitation of the 1930s Vehicle Bay Doors



THE TRUSTEES OF

COLUMBIA UNIVERSITY

IN THE CITY OF NEW YORK

TO ALL PERSONS TO WHOM THESE PRESENTS MAY COME GREETING
BE IT KNOWN THAT

CHRISTINA ANNE VARVI

HAVING COMPLETED A COURSE OF STUDIES IN

HISTORIC PRESERVATION

AND SATISFIED THE REQUIREMENTS FOR THE DEGREE OF

MASTER OF SCIENCE

HAS ACCORDINGLY BEEN ADMITTED TO THAT DEGREE WITH ALL THE RIGHTS PRIVILEGES AND IMMUNITIES THEREUNTO APPERTAINING IN WITNESS WHEREOF WE HAVE CAUSED OUR CORPORATE SEAL TO BE HERE AFFIXED IN THE CITY OF NEW YORK ON THE EIGHTEENTH DAY OF MAY IN THE YEAR TWO THOUSAND AND ELEVEN

DEAN OF THE FACULTY OF
ARCHITECTURE, PLANNING AND PRESERVATION

PRESIDENT

APT INTERNATIONAL

The Association for Preservation Technology International

On the recommendation of the Standing Committee on Professional Recognition

the Association hereby recognizes

Christina Varvi

as demonstrating the education, experience and mentorship to be recognized as a

Conservator

And shall enjoy the rights and privileges bestowed upon them by the Association in accordance with this Recognition.

Chair, Standing Committee on Professional Recognition

President, APT

October 12, 2023

THE
American Institute for Conservation

elects

Christina Varvi

as a

Fellow

for valuable contributions to the
methods, training, knowledge, and philosophy of the profession

President

January 2023
Awarded

OEC1036-7046552

CERTIFICATE OF COMPLETION

OSHA EDUCATION CENTER

American Safety Council

Christina Varvi

Has diligently and with merit completed a

30-Hour OSHA Hazard Recognition Training for the Construction Industry
on 12/17/2017
from the OSHA Education Center and the American Safety Council Inc.

Director Jeffrey Palran

ROSA LOWINGER
CEO AND CHIEF CONSERVATOR

5418 Packard Street Los Angeles, CA 90019 USA
W: 323.377.8425, M: 786.442.7374
rlowingerxrosalowinger.com

PERSONAL INFORMATION

Born: 28 September 1956, Havana, Cuba Citizenship: USA

Languages: English, Spanish, Italian, Hebrew

EDUCATION

1982 M.A. Institute of Fine Arts, New York University

Art History; Certificate, Art Conservation

1978 B.A. Brandeis University, Fine Arts, Summa Cum Laude

WORK EXPERIENCE

2008- **Principal and Chief Conservator**, RLA Conservation of Art + Architecture, Inc., Miami, Los Angeles

Founder of a bicoastal American-based conservation firm that provides planning and implementation services for restoration and preservation of buildings, monuments, archeological sites, public art, murals/ mosaics, sculpture, and three-dimensional artworks. Specializing in tropical, marine, and desert clients, with special expertise in disaster planning and recovery. Serving as consultant conservators to several dozen municipal and statewide public art programs and historic preservation offices especially in hot, humid, marine, desert and tropical climates.

2011-2015 **Associate Editor**, *Change Over Time: An International Journal of Conservation and the Built Environment University of Pennsylvania Press.*

Book Review Editor for international peer-reviewed journal on conservation of built heritage. Editor of Volume 5.1 on Vandalism.

1988-2008 **Founder and Principal Conservator**, Sculpture Conservation Studio, Los Angeles

Founder of L.A.'s oldest architectural conservation practice. Served as President and Chief Conservator from 1988-2000 then, Senior Conservator for postwar, modern and contemporary projects. Extensive architectural project list. Major projects include Simon Rodia Watts Towers (1925-58), WPA mural by artist Helen Lundeberg in Inglewood, CA (1940), Otto Piene's 1970 light sculptures in the Hawaii State Capitol (1969), Bullock's Wilshire (1929), the Robinson's May Building (1883), the Desmond Building (1917), Eastern Columbia Building (1930), Adamson House (1929), and post-earthquake survey of a dozen 18th century Missions along the California Coast.

1986-88 **Private Conservator: Charleston, South Carolina.** Specialty: Historic Southern architecture, archeological sites, including wood frame houses.

1985-86 **Conservation Fellow: The Los Angeles County Museum of Art, Los Angeles, CA.** Specialty: Modern and Contemporary Sculpture.

1982-85 **Private Conservator: Philadelphia, Pennsylvania.**

1983 **Consultant: Albright Institute of Archaeological Research, Jerusalem.** Care of Archeological Sites and Ceramics.

1980-82 **Fellow: University Museum, University of Pennsylvania, Philadelphia, PA.** Archaeological Sites, Objects, and Ethnographic Artifacts.

1979-80 **Conservation Intern: Metropolitan Museum of Art, New York, New York.** American Wing Conservation of works by John Lafarge, Augustus St. Gaudens, Tiffany, and Hiram Powers.

ARCHEOLOGICAL SITE PROJECTS

2018 **St. George Village Botanical Garden, St. Croix, USVI**: Survey of 18th century Danish sugar plantation buildings and ruins.

2011-14 **San Ysidro Plantation, Trinidad, Cuba**: Consultant on stabilization of painted decorative plaster finishes on 19th century sugar plantation houses.

1985-88 **Archeological Project at the Spanish settlement at St. Catherine's Island, GA. American Museum of Natural History**: Conserved artifacts at 16th century Spanish Colonial archeological site.

1979-84 **Expedition to the Coastal Plain of Israel (Tel Michal and Tel Gerisa): A joint project of the University of Pennsylvania and Tel Aviv University.** Project Conservator for four seasons for Iron Age-Roman archeological sites (plaster, pottery, small artifacts, bones).

AWARDS AND HONORS

2019 **Preservation Houston - Good Brick Award**
For relocation and restoration of the 1962 monumental Extending Arms of Christ mosaic at the Houston Methodist Hospital in the Texas Medical Center.

2014 **Getty Foundation- Keeping it Modern Initiative**

For development of conservation protocols for the Miami Marine Stadium.

2012 **American Institute for Conservation-Service Award**
For coordination of Cuba travel program.

2011 **Smithsonian Institution, Haiti Cultural Recovery Center- Achievement Award**
For Stabilization and Removal of Murals at Holy Trinity Cathedral, Port-Au-Prince.

Association for Preservation Technology- Achievement Award for Service For Creation of Cuba Travel Program.

2009 **International Conservation Center in Rome (ICCROM)- Fellow**

American Academy in Rome - Booth Family Rome Prize in Conservation '08-09
Project: A Comprehensive History of Art Vandalism

2008 **Los Angeles Conservancy- Preservation Award**
For *History of Transportation* (1940), by H. Lundeberg, Inglewood, CA

2005 **Amistad Foundation, New York, NY- Cross-Cultural Understanding Award**
For *Tropicana Nights: The Life and Times of the Legendary Cuban Nightclub*.

2001 **Los Angeles Conservancy-Preservation Award**
For Conservation of *"Vanishing Race,"* a 1930s cast-stone WPA sculpture.

2000 **Getty Preserve L.A. Award**
For Assessment of Damage to *"History of Transportation"* mural.

1998 **California Preservation Foundation**
For conservation of *"Portal of the Folded Wings"* 1926 cast stone and ceramic tile aviation monument in Burbank, CA restored after Northridge Earthquake.

1997 **Los Angeles Conservancy - Preservation Award:**
For conservation of *"Portal of the Folded Wings,"* a 1926 cast stone and mosaic monument in Burbank. CA.

TEACHING EXPERIENCE

2014 **Architectural Metal Finishes,** Association for Preservation Technology Finishes Workshop, University of Denver, Denver, CO.

2013 **Architectural Metal Finishes,** Association for Preservation Technology Finishes Workshop, Taliesin, Spring Green, Wisconsin, June.

Modern Architectural Metal Finishes, Co-coordinator of pre-conference workshop for the Technical Committee for Modern Heritage, APT, New York, October.

2012 **Public Art: Legal Status, Maintenance, and Conservation,** Institut National du Patrimoine, Paris, France, March.

2011 **Conservation of Collections in Tropical Climates**, Museum Studies, (Debbye Kirschtel-Taylor Instructor), Florida International University, Miami, FL.

2006 **Conservation of Wooden Ethnographic Painted Objects, UCLA-Getty Conservation,** Institute Graduate Program in Conservation, Los Angeles, CA.

2000 **Post Hurricane De-salination of earthen buildings with painted finishes,** Office of the Conservator, Trinidad, Cuba, July-August.

1995 **Conservation of Spanish Cannons and Military Fortifications,** Instituto Hondureño de Anthropologia USIS Technical Specialist Program, Omoa, Honduras, October.

1994 **Conservation of Cemetery Monuments and Statuary-Marble, Bronze and Granite,** Centro Nacional de Conservación, Restauración y Museologia (CENCREM) Havana, Cuba, June.

TECHNICAL PRESENTATIONS AND PUBLICATIONS (since 2000)

2019 ***"Report on the State of Painted Outdoor Sculpture: Discussion on New Trends and Discoveries in the Field of Conservation,"*** paper presented to the Florida Association of Public Art Professionals Meeting. Ft. Lauderdale, 10 May.

"Collecting the Uncollectable: Conservation of 20th and 21st Century Works of Land Art," symposium panelist at the Frick Art Museum, New York, 23 May.

(with K. Ciociola and C. Varvi), ***"Creating an Emergency Plan for Collections of Monumental Public Art,"*** Public Art Network, Americans for the Arts Annual Conference. Minneapolis, MN, 14 June.

2017 ***"Saving Public Art: Preparation and Recovery,"*** paper presented to the American Society of Appraisers Conference, Houston, October 8, 2017.

2016 (with J.A. Fidler and K. Ciociola), ***"Don't Destroy History! A Testing Program to Remove Layers of Graffiti at the Miami Marine Stadium,"*** paper presented to the Association for Preservation Technology Annual Conference, San Antonio, 1 November.

2015 (with J.A. Fidler, C.C. Ferraro, J.Hernandez, and M.M. Lynch), ***"Concrete Conclusions: Surface Treatment Trials for Conserving the Miami Marine Stadium,"*** paper presented to the American Institute for Conservation 43rd Annual Meeting, Miami, 15 May.

(with C. Varvi), ***"One Piece at a Time – The repair of Felt-Based Sheet Flooring at Johnny Cash's Boyhood Home in Dyess, Arkansas,"*** paper presented to the American Institute for Conservation 43rd Annual Meeting, Miami, FL, 16 May.

"Layers of Understanding: Graffiti & the Miami Marine Stadium," panelist at Miami Center for Architecture and Design, 11 May.

(Editor), ***Change Over Time, Vandalism Issue.*** University of Pennsylvania, V. 5.1., Spring, 2015.

"Vandalism Miami Style: Graffiti as a Tool in Preserving the Miami Marine Stadium," Change Over Time- Vandalism Issue, V. 5.1., Spring, 2015, pp.

(Editor, with K. Normandin), ***APT Bulletin: The Journal of the Association for Preservation Technology, Special Issue on Modern Metal Finishes***, V. 46, No. 1, 2015.

2014 ***"Savoir Faire: Bridging the Gap Between Tradition and Technology,"*** presented to the Metissage Workshop, Association for Preservation Technology Annual Conference, Quebec, Canada, 25 October.

"Coral Rock: Preserving, Restoring, Maintaining Coral Gables Coral Rock Homes," presented to the Historic Preservation Association of Coral Gables, 23 September.

"Strategies for Pest Control in Museums," presented to the Florida Association of Museums Conference, Jacksonville, 9 September.

"Some Like it Hot- Miami Graffiti," panelist at History Miami Museum, Miami, 19 April.

"The Ultimate Modern Metal- Aluminum in Contemporary Art," keynote address presented to Aluminum 2014 Conference co-sponsored by FAIC, ICOM-CC Metals Group, National Air and Space Museum, and the Lunder Conservation Center, 8 April.

2013 ***"What Makes Original Architecture Original?"*** paper presented to the Florida Trust for Historic Preservation Meeting, St. Augustine, May.

(with M.C. Schmitt), **"Literature Review-Nostalgia,"** in *Change Over Time- Nostalgia Issue*, J.D. Hunt (ed.), V. 2.2, Spring, 2013.

"Vandalism and its Role in the Fabric of Cities," paper presented to the Association for Preservation Technology Annual Conference, New York, 13 October.

2012 ***"An Ounce of Prevention: The Case for Pre-Fabrication Conservation Review of New Public Art Commissions,"*** paper presented to the Florida Association of Public Art Professionals Conference, Ft. Myers, FL, 4 May.

"Cuban Modernism and its Preservation", public lecture presented at the University of Arizona School of Architecture, Tucson, AZ, 18 April.

2011 (with V. Dominguez), ***"Conservation in the Time of Cholera: Stabilization and Removal of Murals at St. Trinité Cathedral in Port-Au-Prince Haiti,"*** paper presented to the Association for Preservation Technology Annual Conference, Victoria, B.C., 14 October.

(with V. Dominguez), **"The Stabilization and Removal of Three Wall Paintings at Holy Trinity Episcopal Cathedral,"** in R. Kurin, (ed), *Saving Haiti's Heritage: Cultural Recovery After the Earthquake,* Washington, D.C.: Smithsonian Press.

"Literature Review-Repair and Reparations," in Change Over Time-Repair Issue, F.G. Matero, (ed.), V. 1, No. 1, Fall.

"Conserving Otto Piene's Kinetic Light Sculptures in the Hawaii State Capitol," APT Bulletin: The Journal of the Association for Preservation Technology, Special Issue on Modern Heritage, V. 42, No. 2/3, pp. 39-43.

2010 (Panelist), ***"Finishing Touches: Conserving Wall Paintings and Other Architectural Surfaces,"*** The Getty Conservation Institute, 15 April.

2009 ***"A Moveable Feat: The Conservation of Sun and Moon, Kinetic Light Sculptures in the Hawaii State Capitol,"*** paper presented to the Association for Preservation Technology Annual Conference, Los Angeles, 5 November.

"Art + Vandalism = Art," Acton Miscellany Lecture Series, Villa La Pietra, New York University, Florence, Italy, 8 February.

(with A. Morse), ***"The Conservation of Helen Lundeberg's "History of Transportation" Mural in Inglewood, CA,"*** International Institute for Conservation, Abstracts of the 22nd Biennial Congress, London, UK.

2006 Lowinger, R. ***"Views, Voices, and Visitors,"*** keynote address presented to the Hawaii Museums Conference, Maui, HI, 12 May.

Lowinger, R. ***"Conservation of Public Sculpture in Tropical Climates,"*** paper presented to the Hawaii Museums Conference, Maui, HI, 13 May.

2005 Lowinger, R., Morse, A. and Lucero, T. ***"Mega Documentation Problems for a Monumental 240' WPA Project: Helen Lundeberg's 'History of Transportation' Petrachrome Mural,"*** American Institute for Conservation of Historic and Artistic Works (AIC) -Abstracts of the 33rd Annual Meeting, Minneapolis, MN.

BOOKS, PLAYS, AND LITERARY ESSAYS

2019 (with F. Luca) ***Promising Paradise: Cuban Allure, American Seduction,*** Florida International University Press: Miami, June.

2018 ***"Empress of the Waves,"*** in (W. Guerra and L. Padura, Ed.) Una Isla en Luz, Trapublishing: Miami, pp. 15-17.

2016 (with Ofelia Fox), ***Tropicana Nights: The Life and Times of the Legendary Cuban Nightclub.*** (10th Anniversary Edition), In Situ Press: Los Angeles, CA.

2008 **"Havana: The All-Night City,"** *In Cuba: Art and History from 1868 to Today.* Montreal Museum of Fine Arts Press: Montreal, Canada.

"Piedra Jaimanitas," in (Ruth Behar, Ed.) Bridges Revisited, University of Michigan Press, Ann Arbor, MI.

2007 ***"The Object as Protagonist: An Interview with Los Carpinteros,"*** in (G. Harper, ed.). *Conversations on Sculpture*. International Sculpture Center: Washington, DC.

The Elements of Migration: Reflections on the work of KCHO, (artist catalogue), New York: Marlborough Gallery.

2005 ***Tropicana Nights: The Life and Times of the Legendary Cuban Nightclub***. NY: Harcourt.

2004 ***"Repairing Things",*** in (M.Finn, Ed.) Cuba in Mind, New York: Random House.

2002 **"The Encanto File,"** in (J. Miles, Ed.) *Rowing to America and Sixteen Other Short Plays*, New York: The Women's Project and Productions.

2000 **"Off the Bench,"** In (P. Stine, Ed.) Sports in America, Ann Arbor: Witness Press.

MAGAZINES, NEWSPAPERS, ONLINE

2017 **"In Defense of Decorative Finishes: Cuban Architectural Conservation in the 21st Century,"** in *Conservation Perspectives, the Getty Conservation Institute Newsletter,* Fall 2017.

2008-2011 Contributing blogger (as SanSuzie/ The Art Nurse) www.c-monster.net

2008 **"Rosa Lowinger on Cuba Before Castro"** Truthdig.com October, 2008 http://www.truthdig.com/arts_culture/page2/20081010_rosa_lowinger_on_cuba_before_castro/

2007 **"Tijuana Rising,"** *Tu Vida Magazine.* New York: Hearst Publications, March.

2006 **"Cuba's Past, Future, as Seen in Buildings,"** *Philadelphia Inquirer,* Aug. 16, 2006

"In Biloxi, the Swetman House Rises out of the Rubble," *National Trust for Historic Preservation Online, April.* http://www.nationaltrust.org/hurricane/swetman.html

2001 **"Francisco and I: An Interview with Fernando Rodriguez."** *Sculpture Magazine,* Nov, 2001.

2000 Cover Story, **"Cuban Missives—KCHO Makes the Mainstream."** *ArtNews,* June, 2000.

"Peace, Beauty, Butter, Oxtail: An Interview with Tony Labat." *Sculpture Magazine,* Sept., 2001.

1997 **"Old Havana Reborn."** *Preservation*, Sept, 1997.

PROFESSIONAL AFFILIATIONS

- Association for Preservation Technology (Fellow, as of 2019, Member since 2005), Technical Committee for Modern Heritage (2012)
- American Institute for Conservation (Member since 1983, Professional Associate-1988, Fellow - 2012. Membership Committee (2014-17)
- International Institute for Conservation (Member since 1990)
- ICOM-CC (Member since 2017)
- ArtTable (Los Angeles Chapter, 2005) (Miami Chapter, 2009)

BOARD SERVICE

- Vincent Price Art Museum at East Los Angeles College (2009-2015)
- Florida Association of Museums (2011-)
- Florida Association of Public Art Professionals (2014-)

- Cuban Heritage Collection-University of Miami Libraries (2018-)
- Partners for Sacred Places (2021-)

THE
American Institute for Conservation

elects

Rosa Lowinger

as a

Fellow

for their valuable contributions to the
methods, training, knowledge, and philosophy of the profession

Meg Craft
Meg Craft, President

August 2012
Awarded

NELSON HALLONQUIST

DIRECTOR OF CONSERVATION OPERATIONS

PROFESSIONAL EXPERIENCE

RLA Conservation - Conservation of Art & Architecture, Los Angeles, CA • Miami, FL Co-Owner and Director of Conservation Operations: January 2022 - Present
Chief Conservation Technician: September 2015 – January 2022

Beginning as chief conservation technician in 2015, and currently as a partner and co- owner with AIC Fellow Christina Varvi, Nelson is responsible for implementing sculpture and architectural conservation treatments as well as maintenances for major private and public collections throughout the United States with staff at both our Los Angeles and Miami studios. Works alongside the conservators as supervisor and logistics coordinator for materials testing, maintenance, painting, material procurement and organization, and all supervision of subcontractors and the firm's team of eight technicians. RLA is one of the nation's largest firms specializing in treatment of outdoor sculpture in bronze, aluminum, fiberglass, stone, concrete, ceramic tile, stainless steel, and painted steel. Nelson's RLA's primary patinator and frequently perform these treatments for historic and contemporary bronze sculptures in municipal collections. As a firm specializing in disaster recovery, we also often face repatination issues with artworks damaged in hurricanes and wildfires.

Select recent treatments Nelson has overseen or implemented include:

Care and maintenance of public art collections for the San Diego and Palm Beach airports, Orange County (FL) Convention Center, Hawaii State Foundation for Culture and the Arts, University of Miami, Florida International University, University of Florida, a major Orlando theme park with 50 bronze sculptures, and the cities of Beverly Hills, Santa Monica, West Hollywood, San Diego, Kansas City, Sioux Falls, SD, Palm Desert, Miami Beach, Miami, Tampa, Long Beach, and Fort Worth, TX, and Southlake, TX. Work on all of these collections involves care of over 50 patinated bronze sculptures that includes occasional spot and full repatination. Hallonquist is highly skilled in the care of artworks by Botero, Rodin, De Kooning, Les Lalanne, Miro, Maillol, Henry Moore, Tom Otterness, Tony Smith and many others in collections in California, Florida, Hawaii, New York and Texas.

EDUCATION

University of Central Florida, Orlando, FL Bachelor of Arts - Sociology, 2001 - 2006

- Bright Futures Scholar

PROFESSIONAL MEMBERSHIPS

- American Institute for Conservation

TECHNICAL CAPABILITIES

- One of twelve people selected internationally for the Getty Conservation Institute's "Bronze Patinas for Conservators" workshop.
- Certified Jahn® Mortar Installer
- Certified to operate aerial lifts
- Knowledgeable of bronze patina application
- Knowledgeable of a range of automotive and industrial coatings
- Proficient with HVLP equipment and sculpture painting
- 15+yearsofproperfineartandartifacthandling
- Basic carpentry and general shop knowledge
- Proficient with Microsoft Office and Adobe Creative Suite
- Knowledgeable of A/V equipment, including live sound

CAROLINE DICKENSHEETS

Managing Miami & Associate Conservator

PROFESSIONAL EXPERIENCE

Rosa Lowinger & Associates, *Miami, Florida*
Architectural Conservator, 2019 - Present

- Oversees work at RLA's Miami studio, including project management of East Coast projects.
- Conducts condition assessments, develops treatment protocols, implementation of treatments, management of technicians, and preparation of treatment reports.
- Experience in conservation treatment of the following artists: Henry Moore, Robert Indiana, Mark di Suvero, Jeff Koons, Jeppe Hein, Anthony Caro, Louise Nevelson, Arnaldo Pomodoro, John Henry, Anthony Caro, Barbara Hepworth, Jody Pinto, Gimhongsok, George Rickey, Alexander Calder, and Yayoi Kusama, Beverly Pepper, Jaume Plensa, Botero, Frishmuth

Selected Projects:

- VIZCAYA, MIAMI, FL: conservation oversight and conservation treatment of cast stone, oolitic limestone (coral stone), stucco, and granite architectural features located on the Barge (2021) conservation the Vizcaya Marine Garden including cleaning, stabilization, and patching of oolitic limestone (coral stone), conservation treatment of metal balustrades and marble sculpture (2020).
- LOVER'S LANE, DUMBARTON OAKS, DC: conservation treatment of the architectural elements of the Beatrix Farrand designed garden. Included conservation of cast stone columns, urns, and metal elements (2021).
- CITY OF MIAMI CEMETERY, MIAMI, FL: Led the documentation and assessment of over 2,500 grave markers including collecting GPS coordinates through use of a Leica Total Station and ArcGIS software (2020).
- STETSON UNIVERSITY HISTORIC TILED FOUNTAIN: coating removal, documentation, and extraction of historic fountain tiles, cleaning and repair of tiles, tile replication, and reinstallation oversight of salvaged and replica tiles (2020).

Center for Architectural Conservation/University of Pennsylvania, *Philadelphia, Pennsylvania*
Research Associate May 2019—June 2019
Research Assistant September 2017—May 2019

Selected Projects:

- *San Xaxier del Bac, AZ:* Performed a condition assessment and developed a graphic chronology for the mission's East Tower
- *Tumacácori National Historical Park,* AZ: Participated in fieldwork to conservator plaster and painted finishes inside the 18th c. Mission San Jose de Tumacácori. Assisted in producing a conditions and treatment survey. Completed laboratory microscopic analysis of collected mortars.
- *Fort Union National Monument,* NM: Assisted in developing a site conditions survey of the adobe walls in-situ. Developed and implemented a profilometry method to measure deterioration of the adobe walls by illustrating wall profiles in relation to original stone foundations.

- *Pecos National Monument,* NM: Assisted in developing a site conditions survey of the adobe walls in-situ.

University of Pennsylvania/PennDesign Graduate Program, *Philadelphia, Pennsylvania*
August 2017—May 2019

Selected Projects:

- **Bartram's Garden,** *Philadelphia, Pennsylvania*
  - Paint analysis and report of findings for the historic finishes found at the 18th century house
- **West Laurel Hill Cemetery,** *Philadelphia, Pennsylvania*
  - Architectural survey drawings, conditions assessment, and recommendations for one of the 19th century receiving vault structures
  - Research presented to the President and staff at West Laurel Hill Cemetery
- **Wharton Esherick House,** *Philadelphia, Pennsylvania*
  - Architectural survey drawings, conditions assessment and treatment recommendations for the 1920s log garage structure
- **310 East High Street,** *Germantown, Pennsylvania*
  - Historic property research and presentation to the Preservation Alliance or Greater Philadelphia

PennPraxis, University of Pennsylvania, *Philadelphia, Pennsylvania*
May 2018

Selected Projects:

- **Powderham Castle,** *Devon, England*
  - Documented the First Library through hand-draw measured drawings and AutoCAD drawings
  - Performed a paint analysis to determine the timeline of architectural features in the library and their relation to other rooms in the castle.
  - Synthesized architectural evidence, documentation, and archaeological building investigation into a report to better understand the physical and social evolution of the castle.
  - Research presented to the Earl of Devon and faculty from the University of Plymouth

Rebuilding Together Philadelphia, *Philadelphia, Pennsylvania*
Co-President, House Captain, February 2018—May 2019

- Responsible for coordinating with homeowner, determining scope of work alongside a contractor, purchasing supplies, and overseeing work during block build weekends

Boston Preservation Alliance, *Boston, Massachusetts*
Intern, September 2016—May 2016

- Contributed to preparations for the Preservation Achievement Awards.
- Researched and composed briefings and blog posts for historic places of interest in Boston, including the City's Ladder Blocks.

Council for the Arts at MIT

Intern, January 2017—May 2017

- Assisted with facilitating the CAMIT grants program, which provides over $150,000 in grants for art projects.
- Drafted announcements to the MIT community, tracked responses and updated CAMIT content on the Arts at MIT website

ART PAPERS, *Atlanta, Georgia*
Intern, May 2015—August 2015

EDUCATION

University of Pennsylvania/PennDesign, Philadelphia, Pennsylvania August 2017 – May 2019
Master of Science in Historic Preservation

- *Thesis:* "Performance Evaluation of Amended Earthen Mortars at Wupatki National Monument, AZ"
- The Anthony Garvan Award for an Outstanding Thesis Award, 2019
- Pittman Family Scholar Endowed Fellowship Recipient, 2017-2019

Wellesley College, Wellesley, Massachusetts August 2013 – May 2017
B.A. Architecture, Art History
The Wellesley College Eliza Kewkirk Rogers Prize for Architecture

Massachusetts Institute of Technology (MIT) August 2016—May 2017
Cross-Registered Student in the Architecture Department

College Year in Athens/DIKEMES, Athens, Greece January 2016—May 2016
Study Abroad Program

MEMBERSHIPS

- Member, American Institute for Conservation (AIC)
- Member, Association for Preservation Technology (APT)
- Member, National Trust for Historic Preservation

PRESENTATIONS AND PAPERS

- "Performance Testing of Acrylic-Amended Earthen Mortars at Wupatki National Monument in Arizona", APT Bulletin: The Journal of Preservation Technology, Vol. 52 No. 1, 2021

- "A Tale of Two Cemeteries—Comparing two cemetery surveys conducted at Old City Cemetery in Jacksonville, FL and City of Miami Cemetery in Miami, FL", American Institute for Conservation Annual Meeting, Jacksonville FL, 2021

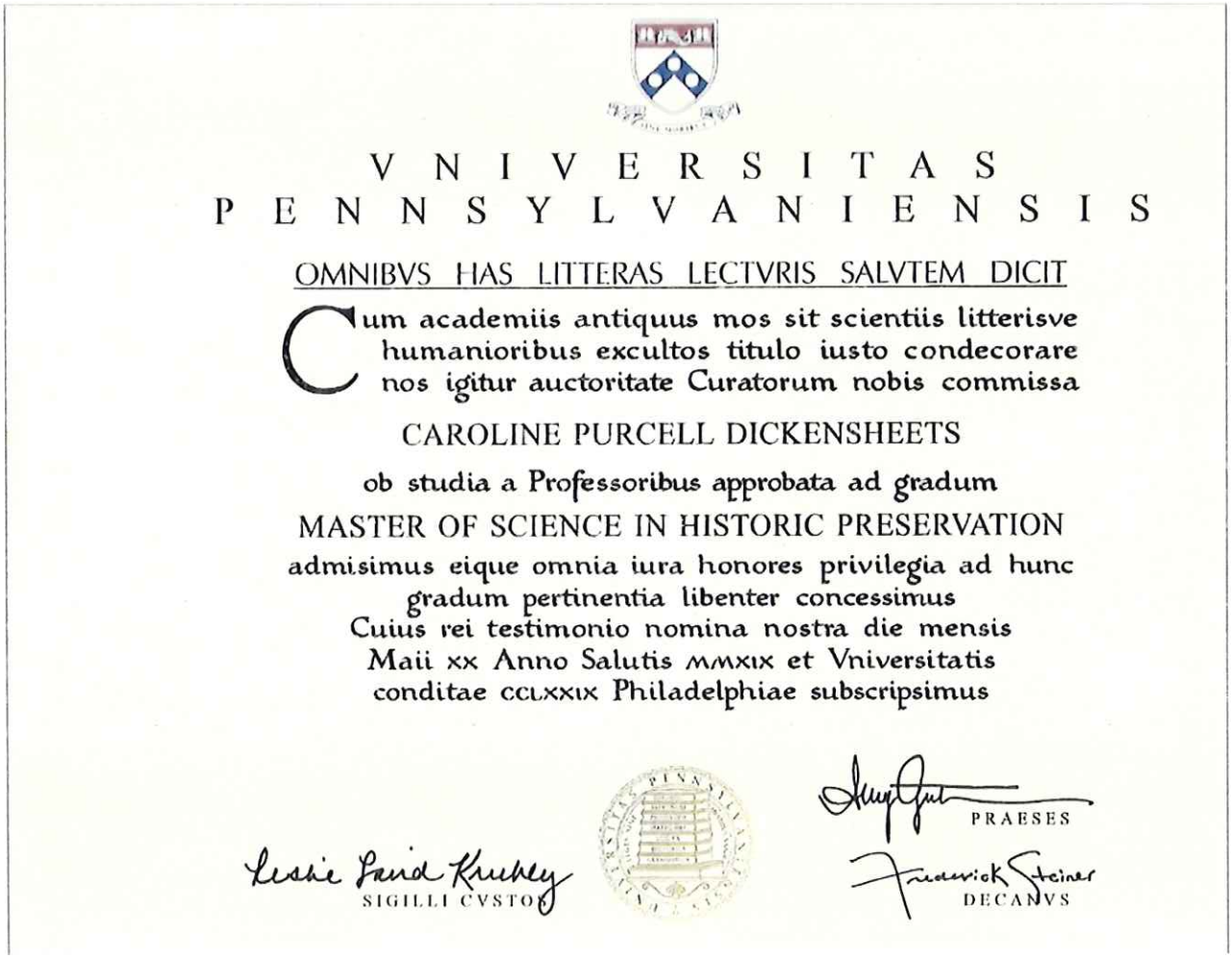
- "A Performance Evaluation of Amended Earther Mortars at Wupatki National Monument, AZ" Student Scholar Presenter, Association for Preservation Technology, Miami FL, 2019

PROFESSIONAL TRAINING

- OSHA 10-hour Construction Industry Outreach
- Certified Jahn® Mortar Installer

TECHNICAL SKILLS

- AutoCAD, Rhinoceros 3D, Adobe Creative Suite (Photoshop, Illustrator, InDesign), GIS, ArcGIS, Leica Geosystems, Microsoft Office



VNIVERSITAS
PENNSYLVANIENSIS

OMNIBVS HAS LITTERAS LECTVRIS SALVTEM DICIT

Cum academiis antiquus mos sit scientiis litterisve humanioribus excultos titulo iusto condecorare nos igitur auctoritate Curatorum nobis commissa

CAROLINE PURCELL DICKENSHEETS

ob studia a Professoribus approbata ad gradum

MASTER OF SCIENCE IN HISTORIC PRESERVATION

admisimus eique omnia iura honores privilegia ad hunc gradum pertinentia libenter concessimus
Cuius rei testimonio nomina nostra die mensis Maii xx Anno Salutis MMXIX et Vniversitatis conditae CCIXXIX Philadelphiae subscripsimus

Leslie Paul Knuney
SIGILLI CVSTOS

PRAESES

Frederick Steiner
DECANVS

THE
American Institute for Conservation

confers
Professional Associate
on

Caroline P. Dickensheets

for valuable contributions to the
methods, training, knowledge, and philosophy of the profession

President

July 2022
Awarded

OSHA OUTREACH TRAINING
Completion Certificate

CAROLINE P DICKENSHEETS

has successfully completed the following course:

10-Hr OSHA Training for the Construction Industry

3/8/2021

David Couch
OSHA Authorized Trainer
Construction #: 20-01060090 General #: 20-00798554

As an OSHA Outreach trainer, I verify that I have conducted this OSHA Outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class.

OSHA Authorized Provider:
UNIVERSITY of SOUTH FLORIDA

ELENA BOWEN

Professional Associate of AIC

PROFESSIONAL EXPERIENCE

Rosa Lowinger & Associates, *Miami, Florida*
Assistant Objects Conservator, February 2021– Present

Hirshhorn Museum and Sculpture Garden, *Washington, D.C.*
Outdoor Sculpture Graduate Conservation Intern, August – October 2020

Michael C. Carlos Museum, Emory University, *Atlanta, GA*
Graduate Conservation Intern, February – August 2020

Hirshhorn Museum and Sculpture Garden, *Washington, D.C.*
Graduate Conservation Fellow, August 2019 – January 2020

The Institute for Aegean Prehistory (INSTAP) Study Center for East Crete, *Crete, Greece*
Conservation Intern, July - August 2019

Danish Lutheran Church and Cultural Center of Southern California, *Yorba Linda, CA*
Subcontract Conservator, May 2019

Fowler Museum, UCLA, *Los Angeles, CA*
Graduate Conservation Intern, June - September 2018

IFR Corral Redondo Project, *Rio Grande, Peru*
Graduate Conservation Intern, July- August 2018

University of Pennsylvania Museum of Archaeology and Anthropology, *Philadelphia, PA*
Conservation Technician, June 2016 – August 2017

Caryatid Conservation Services, Inc., *Miami, FL*
Pre-Program Intern, June – August & November 2015

Vizcaya Museum and Gardens, *Miami, FL*
Conservation Volunteer Intern, June - August 2015

Miami-Dade County School District (Miami Edison SHS), *Miami, FL*
Science Teacher/Teach for America Corps Member August 2013 – August 2016

Vizcaya Museum and Gardens, *Miami, FL*
Learning Division Intern, June - August 2014

EDUCATION

UCLA/Getty Program in the Conservation of
Archaeological and Ethnographic Materials, Los Angeles, CA **June 2020**
Master of Arts in Conservation

- Thesis: *Put the Lime in the Coconut; An Investigation of the Mechanical and Aging Properties of Coconut Shell and Recommendations for Compatible Conservation Materials*. Advisor: Ellen J. Pearlstein.

Wellesley College, Wellesley, MA **May 2013**
Bachelor of Arts in Studio Art

PRESENTATIONS AND PUBLICATIONS

2021

- "Put the Lime in the Coconut; An Investigation of the Mechanical and Aging Properties of Coconut Shell and Recommendations for Compatible Conservation Materials," American Institute for Conservation & The Society for the Preservation of Natural History Collections Annual Meeting, Virtual, May 2021.
- "A Specific Object's Journey From Green Gallery to the National Mall; A Comparison of Two Donald Judd Works," Abstract accepted to be presented with LaStarsha McGarity at the American Institute for Conservation & The Society for the Preservation of Natural History Collections Annual Meeting, Virtual, June 2021.
- "The Migration of Coconuts; The Historic Uses of Coconut Shell Across Cultures and its Presence in Museum Collections," American Institute for Conservation & The Society for the Preservation of Natural History Collections Annual Meeting, Virtual, June 2021.

2020

- "Art Conservation: An Overview," Lecture for the Pennsbury Chapter of Art Goes to School, Zoom lecture, 14 December 2020.
- "Conservation Treatment of the Hunter's Shirt," Guest lecturer for docent training session at the Michael C. Carlos Museum at Emory University, Zoom lecture, 9 November 2020.
- "Conservator's Closet; Ceramics," Guest post for the Michael C. Carlos Museum Stories about the care and maintenance of ceramic objects, Michael C. Carlos Museum at Emory University, 25 September 2020. https://carlos.emory.edu/ceramics.

2019

- "Investigation of polychromy remains preserved on architectural surfaces and a pre-Angkorian Buddha figure from Cambodia," Presented with Kasey Hamilton at 2019 Annual Meeting of the North American Graduate Programs in the Conservation of Cultural Property (ANAGPIC), hosted by UCLA/Getty, Los Angeles, CA, 12 April 2019.

2018

- Muros, V. and E. Bowen. Conservation, education and outreach at the Corral Redondo Project, Peru. Backdirt. Annual Review of the Cotsen Institute of Archaeology, 84-87.
- "The Examination and Treatment of a Vejigante Mask," Lightning Round participant in the 2018 Annual Meeting of the North American Graduate Programs in the Conservation of Cultural Property (ANAGPIC), hosted by Queens University, Kingston, Ontario, Canada, 7 April 2018.

AWARDS

- George Stout Grant, FAIC
- Steinmetz Research Travel Award, UCLA Cotsen Institute
- Jane C. Waldbaum Archaeological Field School Scholarship, Archaeological Institute of America
- Graduate Opportunity Fellowship Program Fellow, University of California, Los Angeles
- Academic Achievement Award, Office of Intercultural Education, Wellesley College

MEMBERSHIPS

- Member, American Institute for Conservation (AIC)

PROFESSIONAL TRAINING

- *Photogrammetry*: Creating 3D Models from Photographs, Digital Archaeology Lab, Cotsen Institute, UCLA, July 2020. Two hour introductory workshop led by Anthony Caldwell going through the steps to create a photogrammetric model.
- Introduction to Digital Preservation and Storage, AIC Annual Meeting, June 2020. Virtual workshop consisting of three two-hour sessions.
- Modular Cleaning Program virtual workshop focused on aqueous and solvent cleaning, April 2020 and May 2020. Six two-hour video sessions on the use and practical implementation of the MCP software.
- Magnetic mounting systems workshop, February 2020. Two day lecture and hands-on workshop run by Gwen Spicer at the SERCA annual meeting.
- Gels in basketry conservation workshop, February 2019. Half-day workshop run by Michelle Sullivan (Getty Museum) on the use of gels for the cleaning of basketry and similar organic materials.
- ECPN liaison for the UCLA/Getty Program, 2018-2019.
- Professional memberships: American Institute of Conservation (Since 2017, LGBTQIA+ affinity group working group member), Southeastern Region Conservation Association (Since 2020), Washington Conservation Guild (2019-20), Archaeological Institute of America (2018).

TECHNICAL SKILLS

- Languages: Fluent in English and Spanish, Basic Italian.
- Analytical Techniques: proficient in the use and interpretation of portable X-ray fluorescence (pXRF), benchtop X-ray diffraction (XRD), fiber optic reflectance spectroscopy (FORS), polarized light microscopy (PLM), portable Fourier transform infrared spectroscopy (pFTIR), micro-Raman spectroscopy, scanning electron microscopy with energy dispersive spectroscopy (SEM-EDS), microchemical spot tests.
- Preventive: UV and visible light monitoring, temperature and relative humidity logging and analysis (eClimate notebook and HOBOware), monitoring of pollutants and dust, creation of storage microclimates, integrated pest management (IPM).
- *Computer Programs and Imaging Techniques*: Adobe Creative Suite; Microsoft Office; Axiel Emu, OCHRE, The Museum Database (TMS), and Argus databases; Zoom; social media platforms; Dstretch imaging software; reflectance transformation imaging (RTI), UV-Vis-NIR imaging.

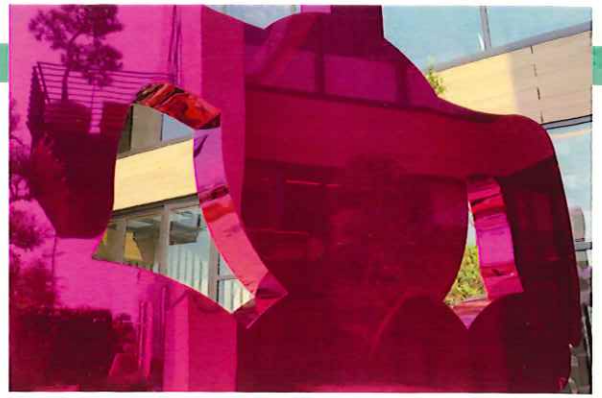
- Project Management: Experience planning and implementing large-scale projects involving allied professionals and other stakeholders.

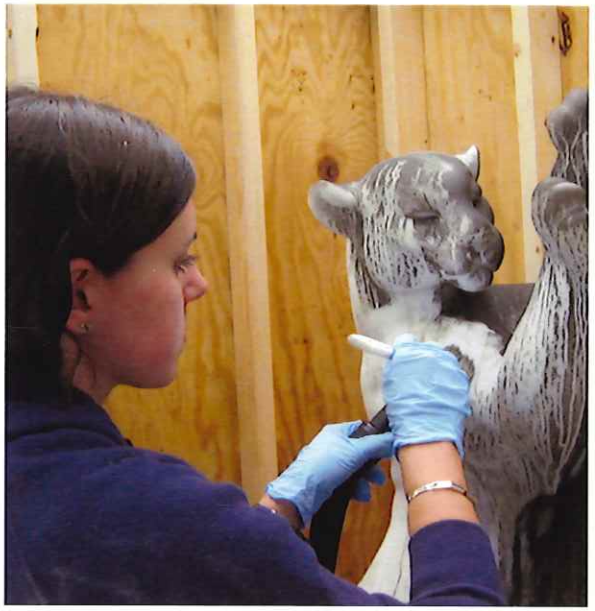
WHO WE ARE

RLA Conservation provides conservation services for sculpture, contemporary and decorative art. Working on site and in studio facilities located in Miami and Los Angeles, we specialize in sculpture, objects, mosaics, and contemporary and modern art. Our services include condition assessments, treatment, preservation planning, analytical services, maintenance, and related historic preservation and public art services. Because of our geographic locations, we are highly skilled in disaster planning and recovery.

Founded by Rosa Lowinger, a Fellow of the American Institute for Conservation and a graduate of the Conservation Center at New York University's Institute of Fine Arts, RLA has decades of experience collaborating with appraisers, insurance professionals, artists, architects, engineers, curators, registrars, collectors, galleries, and municipal public art officials. We value communication with our clients and pride ourselves on the clarity of our written documentation.

A nationally certified woman-owned practice, we uphold the Code of Ethics and Guidelines for Practice of the American Institute for the Conservation of Historic and Artistic Works (AIC). We work throughout the United States, Canada, Latin America and the Caribbean, and specialize in the needs of collections, buildings, and sculpture located in tropical, marine, and desert climates. Please contact our office to obtain our conservator CVs and client references.





MATERIALS WE WORK ON:

acrylic - adobe - aluminum - bone/ ivory
brick/ masonry - cardboard - ceramics -
composites - concrete - copper/ bronze
cotton - electronics - feathers - fiberglass
food - gems and minerals - gilding and
gold leaf - glass/ crystals - gold and gold
plating - granite - iron/ steel - kinetic
components - lacquer - lead - leather
- linoleum - marble - mosaics - neon -
paper maché - plaster - plastics - poly-
chromy - rubber - sandstone - shell - silk
stained glass - stone - stucco - terracotta
terrazzo - titanium - video - wax
wood - vinyl - wool - zinc

Ve maintain strict confidentiality on all
ollections we work on and only publish materials
vith express permission from our clients.

Below, please find a partial list of our clients:

The Broad
Dia Art Foundation
MOCA Los Angeles
The Rubell Collection
The Huntington
Vizcaya Museum and Gardens
ICA Miami
Cisneros Fontanals Collection, Miami
Art & History Museums, Maitland
Frost Art Museum, FIU
Wolfsonian Museum, FIU
Cummer Museum, Jacksonville
Lowe Art Museum, University of Miami
L.D. Brinkman Western Art Collection, TX
Bass Art Museum
Palm Springs Art Museum
Coral Gables Museum
MDC Museum & Galleries of Art + Design
Hawaii State Foundation for Culture & Arts
California State University, Long Beach
Flagler Museum, Palm Beach
General Services Administration
Mecklenburg County (NC)
University Art Museum, California State University Long Beach
Metro Dade County Art in Public Places
Los Angeles County Arts Commission
Los Angeles Community Redevelopment Agency (now defunct)
Los Angeles Metropolitan Transit Authority
Long Beach Arts Council
California Parks Association
The Garden Conservancy
Chinati Foundation (Marfa, TX)
Honolulu Academy of the Arts
(formerly the Contemporary Museum of Hawaii)
University of Miami
Arizona State University (Tempe, AZ)
Museum of Contemporary Art (North Miami)
Jacksonville Airport Authority
Phoenix Sky Harbor International Airport
Cities of: Beverly Hills (CA), Santa Monica (CA), Los Angeles (CA), Miami Beach (FL), Coral Gables (FL), San Jose (CA), Ventura (CA), Inglewood (CA), Santa Fe Springs (CA), West Hollywood (CA), West Covina (CA), Pasadena (CA), Sioux Falls (SD), Fort Worth (TX), Southlake (TX), Jacksonville (FL), and Honolulu (HI).

All photos taken by RLA Conservation

CONTACT US

RLA Conservation, Inc.
www.rlaconservation.com
info@rosalowinger.com

Miami Studio
(305) 573-7011

Los Angeles Studio
(323) 377-8425

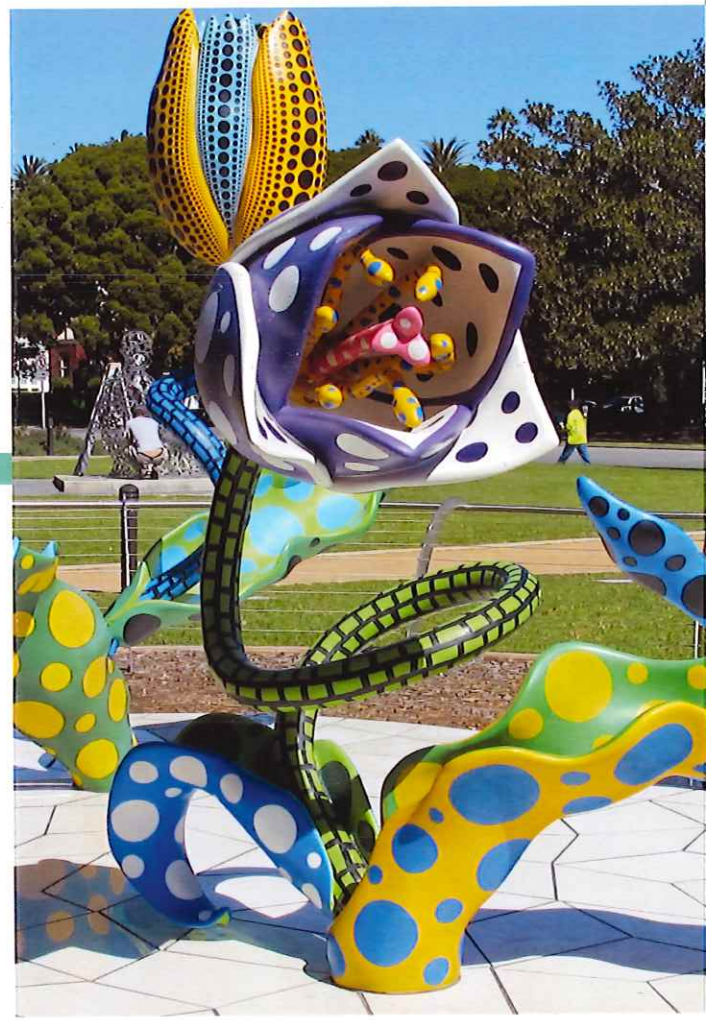
Please contact us directly for a full list of staff emails and phone numbers. RLA's staff is able to work in English, Spanish, Italian, Haitian Creole and French.

certified WBENC WOMEN'S BUSINESS ENTERPRISE

Before and after treatment of *Attic Red Figure Skyphos* cup, *terracotta, Greece circa 500 BCE*

RLA Conservation of Art & Architecture
Los Angeles Miami

SCULPTURE | OBJECTS
CONTEMPORARY ART



Yayoi Kusama, Hymn of Life: Tulips 2007, painted fiberglass

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR, CITY MANAGER

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: RESUBMIT INTERLOCAL AGREEMENT BETWEEN ST. LUCIE COUNTY AND CITY OF FORT PIERCE FOR ART CONSERVATOIRE

CAO RLS#: 26-46

DATE: FEBRUARY 11, 2026

I have reviewed the above Request for Legal Services (RLS) related to the Interlocal Agreement between St. Lucie County and the City of Fort Pierce for art conservator services and transfer of ownership of public art pieces located on city-owned land. I corrected a scrivener's error in Section 2(C)(1)(b) by replacing "it" with "its." With the correction noted, **the Agreement is approved as to form and correctness**.

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

City Commission Regular Meeting - 5:05 PM **11. C.**

Meeting Date: 03/02/2026

Re: Approve Change Order for PO 260184, The Tailor Group

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

---

SUBJECT:

Approve change order for PO 260184, Tailor Group, Fort Pierce, FL, in the amount of $10,714.00 to cover city park restroom cleaning services under Bid 2020-019 until a new competitive bid contract is put into place.

SUMMARY:

Purchase Order 260184 was created to continue the services specified in Bid No. 2020-019, which pertains to the City Park Restroom Cleaning Contract. This purchase order is effective from October 1, 2025, until a new contract is established, with a total amount of $49,078.00. This sum includes a change order of $19,078.00.

The purpose of this arrangement is to ensure the continuity of critical operations during the competitive bidding process for a new contract, allowing services to proceed without disruption. Additionally, a change order for $10,714.00 is needed to cover outstanding invoices, bringing the total amount of the purchase order to a maximum of $59,762.00

RECOMMENDATION:

We recommend approval of the requested change order for PO 260184, in the amount of $10,714.00 to bring the total purchase order amount to $59,762.00.

ALTERNATIVES:

None. Staff was unable to accurately determine the appropriate not-to-exceed amount at the time the original purchase order was issued due to variable service demands and timing considerations associated with the issuance of the new contract, which resulted in the need for this change order.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing and Finance Departments

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2026

Account: 0014004534900

Amount: 10,714.00

FISCAL IMPACT:

The funds for this change order are available and will come from the Facilities Maintenance Contractual account: 0014004-534900.

Attachments

OUTSTANDING INVOICES

Req 26/3345

THE TAILOR GROUP LLC.

905 North 21st Street
Fort Pierce, FL 34950
Phone: (772) 940-1526
Email: thetailorgroup333@gmail.com

INVOICE

Week of: January 16-19, 2026
INVOICE NO: 2021-231
DATE: January 20, 2026

TO:
Rick Stauffer, Fac. Manager
City of Fort Pierce
52 Savannah Road
Fort Pierce, FL 34954
(772) 467-3807/ (772) 359-0511
rstauffer@cityoffortpierce.com

RECEIVED
JAN 21 2026
By

PROJECT LOCATION:
City Park Restrooms -
Ref. Bid No. 2021 - 019

CLEANINGS	DESCRIPTION	Price Per Cleaning		TOTAL AMOUNT 3 days
2 /per day	Rotary Park	$	30	$ 180.00
2 /per day	Dreamland Park	$	30	$ 180.00
2 /per day	Pinewood Park	$	30	$ 180.00
2 /per day	Black Pearl Boat Ramp	$	30	$ 180.00
2 /per day	South Causeway Park	$	30	$ 180.00
2 / per day	Jetty Park	$	30	$ 180.00
2 /per day	South Beach Park	$	30	$ 180.00
2 /per day	Kimberly Bergalis Park	$	30	$ 180.00
2 /per day	Jaycee	$	35	$ 210.00
2 /per day	Surfside Park	$	30	$ 180.00
2/ per day	Melody Lane (Library)	$	35	$ 210.00
1 / per day	Maravilla Park	$	30	$ 90.00
1 / per day	South 29TH Street Park	$	30	$ 90.00
1 / per day	Pioneer Park	$	30	$ 90.00
1 / per day	10TH Street Park	$	30	$ 90.00
2 per day	Holiday Cleaning- MLK-	$	60	$ 1724.00
			TOTAL DUE	$3764.00

R. Stauffer
1/22/26

THE TAILOR GROUP LLC.

905 North 21st Street
Fort Pierce, FL 34950
Phone: (772) 940-1526
Email: thetailorgroup333@gmail.com

INVOICE

Week of: January 23-25, 2026
INVOICE NO: 2021-232
DATE: February 6, 2026

TO:
Rick Stauffer, Fac. Manager
City of Fort Pierce
52 Savannah Road
Fort Pierce, FL 34954
(772) 467-3807/ (772) 359-0511
rstauffer@cityoffortpierce.com

PROJECT LOCATION:
City Park Restrooms -
Ref. Bid No. 2021 - 019

CLEANINGS	DESCRIPTION	Price Per Cleaning	TOTAL AMOUNT 3 days
2 /per day	Rotary Park	$ 30	$ 180.00
2 /per day	Dreamland Park	$ 30	$ 180.00
2 /per day	Pinewood Park	$ 30	$ 180.00
2 /per day	Black Pearl Boat Ramp	$ 30	$ 180.00
2 /per day	South Causeway Park	$ 30	$ 180.00
2 / per day	Jetty Park	$ 30	$ 180.00
2 /per day	South Beach Park	$ 30	$ 180.00
2 /per day	Kimberly Bergalis Park	$ 30	$ 180.00
2 /per day	Jaycee	$ 35	$ 210.00
2 /per day	Surfside Park	$ 30	$ 180.00
2 / per day	Melody Lane (Library)	$ 35	$ 210.00
1 / per day	Maravilla Park	$ 30	$ 90.00
1 / per day	South 29TH Street Park	$ 30	$ 90.00
1 / per day	Pioneer Park	$ 30	$ 90.00
1 / per day	10TH Street Park	$ 30	$ 90.00
	TOTAL DUE		$ 2400.00

R. STAUFFER
2/11/26

THE TAILOR GROUP LLC.

905 North 21st Street
Fort Pierce, FL 34950
Phone: (772) 940-1526
Email: thetailorgroup333@gmail.com

INVOICE

Week of: January 30-February 1, 2026
INVOICE NO: 2021-233
DATE: February 6, 2026

TO:
Rick Stauffer, Fac. Manager
City of Fort Pierce
52 Savannah Road
Fort Pierce, FL 34954
(772) 467-3807/ (772) 359-0511
rstauffer@cityoffortpierce.com

PROJECT LOCATION:
City Park Restrooms -
Ref. Bid No. 2021 - 019

CLEANINGS	DESCRIPTION	Price Per Cleaning	TOTAL AMOUNT 3 days
2 /per day	Rotary Park	$ 30	$ 180.00
2 /per day	Dreamland Park	$ 30	$ 180.00
2 /per day	Pinewood Park	$ 30	$ 180.00
2 /per day	Black Pearl Boat Ramp	$ 30	$ 180.00
2 /per day	South Causeway Park	$ 30	$ 180.00
2 / per day	Jetty Park	$ 30	$ 180.00
2 /per day	South Beach Park	$ 30	$ 180.00
2 /per day	Kimberly Bergalis Park	$ 30	$ 180.00
2 /per day	Jaycee	$ 35	$ 210.00
2 /per day	Surfside Park	$ 30	$ 180.00
2 / per day	Melody Lane (Library)	$ 35	$ 210.00
1 / per day	Maravilla Park	$ 30	$ 90.00
1 / per day	South 29TH Street Park	$ 30	$ 90.00
1 / per day	Pioneer Park	$ 30	$ 90.00
1 / per day	10TH Street Park	$ 30	$ 90.00
	TOTAL DUE		$ 2400.00

R. STAUFFER
2/11/26

THE TAILOR GROUP LLC.

905 North 21st Street
Fort Pierce, FL 34950
Phone: (772) 940-1526
Email: thetailorgroup333@gmail.com

INVOICE

Week of: February 6-8, 2026
INVOICE NO: 2021-234
DATE: February 8, 2026

TO:
Rick Stauffer, Fac. Manager
City of Fort Pierce
52 Savannah Road
Fort Pierce, FL 34954
(772) 467-3807/ (772) 359-0511
rstauffer@cityoffortpierce.com

PROJECT LOCATION:
City Park Restrooms -
Ref. Bid No. 2021 - 019

CLEANINGS	DESCRIPTION	Price Per Cleaning	TOTAL AMOUNT 3 days
2 /per day	Rotary Park	$ 30	$ 180.00
2 /per day	Dreamland Park	$ 30	$ 180.00
2 /per day	Pinewood Park	$ 30	$ 180.00
2 /per day	Black Pearl Boat Ramp	$ 30	$ 180.00
2 /per day	South Causeway Park	$ 30	$ 180.00
2 / per day	Jetty Park	$ 30	$ 180.00
2 /per day	South Beach Park	$ 30	$ 180.00
2 /per day	Kimberly Bergalis Park	$ 30	$ 180.00
2 /per day	Jaycee	$ 35	$ 210.00
2 /per day	Surfside Park	$ 30	$ 180.00
2 / per day	Melody Lane (Library)	$ 35	$ 210.00
1 / per day	Maravilla Park	$ 30	$ 90.00
1 / per day	South 29TH Street Park	$ 30	$ 90.00
1 / per day	Pioneer Park	$ 30	$ 90.00
1 / per day	10TH Street Park	$ 30	$ 90.00
	TOTAL DUE		$ 2400.00

R. Stauffer
2/11/26

City Commission Regular Meeting - 5:05 PM **11. D.**

Meeting Date: 03/02/2026

Re: Recommendation to Award Bid No. 2026-022 CDBG Coach Fenn Park Improvement Project

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

SUBJECT:

Approval to award Bid No. 2026-022 CDBG Coach Fenn Park Improvement Project to the Lowest Responsible Bidder, SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction, for General Commercial Contractor Services.

SUMMARY:

Bid No. 2026-022: The Community Development Block Grant (CDBG) Coach Fenn Park Improvement Project was advertised from January 16 to February 13, 2026. Three qualified bids were received, and after a comprehensive evaluation of pricing, qualifications, and subcontractors, the staff recommends awarding the bid to SoCal Shaker Plates & Construction Site Services, LLC, doing business as National General Construction. They are identified as the lowest responsible bidder at a price of $626,591.15 and capable of performing the required scope of work.

The responsibilities of the contractor will include, but are not limited to:

- Obtaining all necessary permits
- Site preparation
- Installing utility infrastructure, including electricity, water, and sewer lines and connections
- Constructing the parking lot
- Building the foundation for a prefabricated restroom to be delivered by a third party
- Constructing the foundation and assembling a pavilion
- Constructing the splash pad and pump yard

The project is slated for completion by the grant deadline of June 30, 2026.

All associated costs will be reimbursed by CDBG.

RECOMMENDATION:

Award Bid No. 2026-022 to the Lowest Responsible Bidder, SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction, for General Commercial Contractor Services.

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Marsha Commond, Special Projects Coordinator
Richard Stauffer, Facilities Maintenance Manager

COORDINATED WITH:

Gelencia Carter, Purchasing Manager
Johnna Morris, Finance Director

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025-2026
Account: 0014005572563200
Amount: $626,591.15
FISCAL IMPACT:
CDBG will reimburse this expense.

Attachments

Bid Document
Bid Tabulation Memo
Recommendation to Award
National General Construction Bid Response
Blue CS Construction, LLC Bid Response
Sunshine Land Design, Inc. Bid Response

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	Bid No: 2026-022
Pre-Bid Conference: 11:00AM, THURSDAY, JANUARY 29, 2026	Bid Title: CDBG COACH FENN PARK IMPROVEMENT PROJECT
Mandatory Site-Visit Location: COACH FENN PARK NORTH 23RD STREET AND AVENUE K FORT PIERCE, FL 34947	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, WEDNESDAY, FEBRUARY 11, 2026	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: _____ Mailing Address: _____ _____	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, After Receipt Order
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Table of Contents

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS

1	GENERAL INFORMATION	1
2	DELAYS	1
3	EXECUTION OF BIDS	1
4	NO BID	1
5	BID OPENING	1
6	TAXES	2
7	DISCOUNTS	2
8	MISTAKES	2
9	INVOICING AND PAYMENT	2
10	DELIVERY	3
11	ADDITIONAL TERMS AND CONDITIONS	3
12	INTERPRETATION	3
13	ADDENDUM	3
14	DISPUTES	4
15	CONFLICT OF INTEREST	4
16	LEGAL REQUIREMENTS	4
17	DRUG FREE WORKPLACE	4
18	MINORITY/WOMEN OWNED BUSINESS ENTERPRISES	4
19	PUBLIC ENTITY CRIMES	4
20	AWARD	5
21	EEO STATEMENT	5
22	CONTRACTUAL AGREEMENT	5
23	GOVERNMENTAL RESTRICTION	5
24	PATENTS AND ROYALTIES	5
25	ADVERTISING	5
26	ASSIGNMENT	6
27	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	6
28	FACILITIES	6
29	REPRESENTATION	6
30	DISQUALIFICATION OF BIDDER	6
31	ADJUSTMENTS/CHANGES/DEVIATIONS	6
32	INSURANCE	6
33	PUBLIC RECORDS	7
34	BID REPRESENTATION	7
35	COOPERATIVE PURCHASING	7
36	CANCELLATION	7

SECTION II - INSURANCE REQUIREMENTS 8

SECTION III – INSTRUCTIONS TO BIDDERS 9

1	PURPOSE	9
2	BID OPENING DATE	9
3	DELIVERY OF BIDS	9
4	PROJECT AND INTENT	10
5	SCOPE OF WORK	11
6	SUBMITTAL REQUIREMENTS	13

7	CERTIFICATION OF USE	13
8	MANDATORY PRE-BID CONFERENCE	13
9	INQUIRES /QUESTIONS	14
10	CERTIFICATE INSURANCE AND BOND REQUIREMENTS	14
11	BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)	14
12	W-9 TAXPAYER INDENTIFICATION NUMBER	14
13	LEGAL REQUIREMENTS	14
	FORMS TO BE COMPLETE AND INCLUDED IN YOUR BID SUBMISSION	
1	W-9	15
2	BIDDER'S CHECKLIST	16
SECTION IV		17
1	SAMPLE AGREEMENT	19
2	EXHIBIT A – INVITATION TO BID	50
3	EXHIBIT B – INSTRUCTIONS TO BIDDERS	51
4	EXHIBIT C – CONSTRUCTION DRAWINGS – **PDF Attachment**	62
5	EXHIBIT D – DRAINAGE AND GEOTECHNICAL REPORTS – **PDF Attachment**	63
6	EXHIBIT E – BID FORMS	64
7	EXHIBIT F – GENERAL CONDITIONS	100

PDF ATTACHMENTS
EXHIBIT C – CONSTRUCTION DRAWINGS
EXHIBIT D – DRAINAGE AND GEOTECHNICAL REPORTS
BID RESPONSE FORM – EXCEL WORKSHEET

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

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

2. DELAYS

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

3. EXECUTION OF BID

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

4. NO BID

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

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bi0d. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile,

telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the City's web site: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

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

7. DISCOUNTS

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

8. MISTAKES

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

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

9. INVOICING AND PAYMENT

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

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

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City/FPUA employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City/FPUA will accept partial deliveries unless otherwise specified into contract or purchase order document.

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

10. DELIVERY

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

11. ADDITIONAL TERMS AND CONDITIONS

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

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It

is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

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

15. CONFLICT OF INTEREST

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

16. LEGAL REQUIREMENTS

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

17. DRUG-FREE WORK PLACE (DFW)

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

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

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

19. PUBLIC ENTITY CRIMES

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

20. AWARD

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

21. EEO STATEMENT

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

22. CONTRACTUAL AGREEMENT

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

23. GOVERNMENTAL RESTRICTION

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

24. PATENTS AND ROYALTIES

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

25. ADVERTISING

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

26. ASSIGNMENT

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

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

28. FACILITIES

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

29. REPRESENTATION

A Bidder must have at the time of bid opening, be a fully authorized agent or representative of the product bid and be capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF BIDDER

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid/proposal:

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

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

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

32. INSURANCE

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

33. PUBLIC RECORDS

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

34. BID PREPARATION COSTS

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

35. COOPERATIVE PURCHASING

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

36. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439 of the City Code.

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

SECTION II

INSURANCE REQUIREMENTS

Please refer to "SAMPLE" Contract, page 36, Article 17, for insurance requirements.

Certificates of Insurance must be completed as follows:

1. <u>Certificate Holder</u>

City of Fort Pierce
Attn: Purchasing Department
100 North U.S. Highway 1
Fort Pierce, FL 34950

2. <u>Additional Insured for General Liability</u>

City and the City's board members, officials, officers, agents and employees City of Fort Pierce

SECTION III

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The City of Fort Pierce ("City") is soliciting bids from a qualified general commercial contractor ("Contractor") to complete the redevelopment of Coach Fenn Park, according to the construction drawings and technical specifications. This involves a hybrid approach to implementing a variety of amenities such as a splash pad, a parking lot, a pavilion, utility infrastructure, and constructing a pad for a modular restroom facility.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Wednesday, February 11, 2026.** Hard copies or electronic submission, see Delivery of Bids below.

3. DELIVERY OF BIDS

Bid response may be submitted in hard copy or electronically**.** Please see below instructions for submitting your bid response.

HARD COPY SUBMISSIONS

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com). Electronic Bid (E-Bid). Instructions are provided. See Related Documents section for this bid on the City's website, Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

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

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com).

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

4. PROJECT AND INTENT

Coach Fenn Park is located at 2306 Avenue I, Fort Pierce, FL, 34986. It is a neighborhood park located in Fort Pierce, Florida, situated just northwest of downtown and easily accessible from U.S. Highway 1. The park serves the surrounding residential community and offers recreational amenities within a local setting. It occupies 4.79 acres and shares its space with public housing facilities and the Boys and Girls Club building.

The objective of the Coach Fenn Park Improvement Project is to boost park utilization and elevate community vitality by providing a variety of amenities suitable for different age groups, all while enhancing the overall experience.

The project is funded through the Community Development Block Grant (CDBG) Program, which is administered by the U.S. Department of Housing and Urban Development (HUD) to benefit low-and moderate-income residents by providing public facilities, infrastructure and more.

Compliance with Grant Requirements. Funding for this project comes from a federal grant, which means that the selected Contractor must adhere to all federal guidelines as well as relevant federal, state, and local laws, regulations, and requirements throughout every phase of the project (See Construction Contract)**. In accordance with the grant requirements, all construction must be finalized by June 30, 2026.**

Contractor Team/Subcontractors: Due to the multidisciplinary nature of the work, the project requires a contractor team with demonstrated experience and qualifications in the following areas:

- Recreational facility construction
- Building construction
- Mechanical systems
- Electrical and lighting systems
- Water and sanitary line installation and connections
- Plumbing installation
- Roofing installation
- General site construction, grading, and paving

The City intends to contract with an experienced, qualified, responsible Contractor for the timely completion of the Project. While the City will not accept a joint venture contractor, Contractors should identify their subcontractors in their bid proposal, along

with their relevant licenses and project experience. The Contractors' team qualifications and experience will be considered as an evaluation criterion when determining best value to the City.

5. SCOPE OF WORK

The scope of work shall be performed using a **hybrid delivery approach**, under which the City of Fort Pierce will provide certain materials and services, while the Contractor will be responsible for others. **Items subject to this hybrid approach are identified in the outline below and clearly define the respective responsibilities of the City and the Contractor. All work, materials, and services not expressly identified as part of the hybrid approach shall be the sole responsibility of the Contractor.** The Contractor shall furnish the construction services as required by the Contract Documents, or necessary for the complete and proper construction of the Project, including but not limited to: all labor, equipment, machinery, tools, materials, manufactured articles, supplies, documents, permits, traffic control, transportation, security and other services and incidentals, including fuel, power, light, water, sanitary facilities, temporary facilities and essential communications, and the costs of bonds, insurance, permitting, taxes, warranties, general conditions, overhead and miscellaneous costs, necessary to perform the Project or work (as defined in the Construction Drawings, technical specifications and General Conditions) to fulfill Contractor's obligations under the Contract. Certain construction activities listed within this section may be performed concurrently, provided all applicable permitting requirements and regulatory approvals are strictly observed.

Site: Coach Fenn Park, 2306 Avenue I, Fort Pierce, FL, 34986

Construction drawings, technical specifications, drainage report and geotechnical report (Exhibits C and D): Prepared by Cape Design Engineering Co., dated 1/16/2026

PHASE 1: Preconstruction

1.1 Permitting

- Prepare and submit all necessary documentation to obtain applicable building permits.
- Coordinate with the City of Fort Pierce Building Department to secure the required approvals before commencement of any site work or construction.

PHASE 2: Site Preparation

2.1 Utility Infrastructure

- Install underground and above-ground utility connections necessary to support the modular restroom facility. This includes:
  - Water supply lines
  - Sanitary sewer lines
  - Electrical service
- Ensure all utility work complies with local code and utility provider requirements.
- Utility infrastructure must support one modular restroom facility with two separate rooms: one for men and one for women.

- Utility infrastructure must be installed to also support the splashpad.

PHASE 3: Park Improvements

1. **Modular Restroom Facility (HYBRID APPROACH)**

City Responsibility: The City will supply and install a prefabricated restroom through a third-party vendor as identified in **Exhibit H**. Their responsibility includes:

- Install one modular restroom facility containing:
  - A single stall for men
  - A single stall for women
- Restroom facility to include exterior installation of two cold-water drinking fountains and should be ADA-compliant.

Contractor Responsibility:

- Construct the required foundation, base, and utility connection points necessary to support and service the prefabricated restroom facility.
- Coordinate and cooperate with City staff and its third-party vendor to ensure the proper delivery, placement, connection, and successful installation of the prefabricated restroom.

3.2 Parking Lot Construction

- Construct a new parking lot with appropriately marked spaces.
- Include ADA-compliant accessible parking spaces in accordance with applicable codes and standards.
- Ensure the surface is graded and paved to meet safety and durability requirements.
- Construct a stormwater retention pond to manage on-site runoff, provide water quality treatment, and comply with applicable local, state, and regulatory stormwater management requirements.

3.3 Pavilion (HYBRID APPROACH)

City Responsibility: The City shall supply the Contractor with materials, through a third-party vendor, as identified in **Exhibit I**.

Contractor Responsibility:

- Construct one pavilion for public use.
- Pavilions should include appropriate foundation, roofing, and seating, built to local building codes and intended park use standards.

3.4 Splash Pad Construction (HYBRID APPROACH)

City Responsibility: The City will supply the Contractor with materials through a third-party vendor, as identified in **Exhibit J.**

Contractor Responsibility:

- Construct a fully operational splash pad with multiple spray features and ground jets.
- Include water filtration, chlorination, and circulation systems per public health and safety standards.
- Install safe, non-slip surfacing material suitable for water play.
- Splash pad will include an ADA-accessible entry and user-activated control systems.

3.5 General Conditions

- All work shall be performed in accordance with industry best practices, safety standards, and applicable local, state, and federal codes.
- Contractor shall be responsible for maintaining a clean and safe worksite.
- Work shall be scheduled to minimize disruption to any ongoing park activities.
- Contractor must coordinate all inspections and approvals with local authorities as required throughout the project lifecycle.

6. SUMBITTAL REQUIREMENTS

It is not necessary to return every page of this document with your proposal response; return only the pages that require signatures or information requested below:

- Completed Proposer Acknowledgement Cover Page
- All Required Forms (See **Required Forms**, section VI)
- Certificate of Use, (See item numbered 5, below)
- Business Tax Receipt (See item numbered 9, below)
- Proof of Insurance (See item numbered 12, below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the firm's Proposal. Failure to return signed addenda may be cause for the Proposal to be considered non-responsive.

7. CERTIFICATION OF USE

Effective July 1, 2024, the City adopted Ordinance 24-019 amending Chapter 22. The ordinance removed the requirement for a Business Tax Receipt and replaced it with a required Certificate of Use. Certificates of Use are required for all businesses within city-limits occupying commercial locations, home-based businesses and non-profit organizations. If your business is located in the City of Fort Pierce city-limits, please provide a copy of your Certificate of Use with your submittal.

8. MANDATROY PRE-BID CONFERENCE

A **Mandatory Pre-Bid Conference will be held at 11:00 A.M., Thursday, January 29, 2026,** at Coach Fenn Park, North 23rd Street and Avenue K, Fort Pierce, FL. All interested bidders **MUST** attend this meeting for their bids to be considered. Anyone **arriving after 11:00 A.M.** will not be allowed to participate in the bid process.

9. INQUIRIES/QUESTIONS

9.1 All inquiries will be in a written format and addressed to the Special Projects Coordinator with a copy to the Purchasing Manager:

TO
Marsha Commond
Special Projects Coordinator
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950
Fax: (772) 467-3836
Email: mcommond@cityoffortpierce.com

COPY
Gelencia Carter
Purchasing Manager
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950
Fax: (772) 467-3848
Email: purchasing@cityoffortpierce.com

9.2 **The deadline for inquiries is 5:00 PM, Wednesday, February 4, 2026.**

10. CERTIFICATE INSURANCE AND BOND REQUIREMENTS

INSURANCE CERTIFICATE

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

Contractor shall procure, at its own expense, insurance according to insurance requirements listed in **Section IV, page 36 Article 17 of the Sample Contract**. The insurance shall become effective prior to the commencement of Work by the contractor and shall be maintained in force until completion of job.

BOND REQUIREMENTS

Performance and Payment Bonds will be required of the successful bidder in the amount of 100% of the contract amount. **See Section IV, Sample Contract, Article 18,** of these specifications.

11. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

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

12. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

13. LEGAL REQUIREMENTS

Bidders are required to have a valid State of Florida license with a minimum of classification of “Certified General Contractor” associated with the company/firm.

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?		
Did you include proof of proper insurance as stated in the bid documents?		
Is Bid Response Form completed, signed and attached?		
Did you complete, signed and attached the W-9 Form?		
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.		
Include proof of proper licensing as stated in bid documents.		
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?		
Is each Bid Addendum (when issued) signed and included?		

PLEASE SIGN AND RETURN WITH BID_____

SECTION IV

"SAMPLE AGREEMENT"

UNIT PRICE CONSTRUCTION

FOR

CDBG COACH FENN PARK IMPROVEMENTS

CITY OF FORT PIERCE BID NO. 2026-022

Prepared by:

The City of Fort Pierce Department of Engineering
100 North U.S. Hwy. 1
Ft. Pierce, FL 34950
(772) 467-3774

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
1	DOCUMENTS INCORPORATED BY REFERENCE	19
2	REPRESENTATIONS OF THE CONTRACTOR	20
3	INTENT AND INTERPRETATION	20
4	CONTRACTOR'S PERFORMANCE	21
5	TIME FOR CONTRACTOR'S PERFORMANCE; DELAY	22
6	CONTRACT PRICE AND CONTRACT PAYMENTS	24
7	INFORMATION AND MATERIAL SUPPLIED BY THE CITY	27
8	CEASE AND DESIST /OWNER'S RIGHT TO PERFORM WORK	28
9	DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR	29
10	IDEMNITY	31
11	CLAIMS BY THE CONTRACTOR	32
12	SUBCONTRACTORS	33
13	CHANGE ORDERS	33
14	DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK	36
15	CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE	36
16	TERMINATION BY THE CITY	37
17	INSURANCE	39
18	PERFORMANCE AND PYAMENT BONDS	44
19	PROJECT RECORDS	45
20	APPLICABLE LAW	45
21	SUCCESSORS AND ASSIGNS	45
22	MISCELLANEOUS PROVISIONS	46
23	ENTIRE AGREEMENT	47
24	SEVERABILITY	47
25	WAIVER	47
26	E-VERIFY	47
27	SOVEREIGN IMMUNITY	48

AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____day of _____, 2024 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and _____a _____ corporation, with its principal address at _____(hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **CDBG Coach Fenn Park Improvements, Bid No. 2026-022, Fort Pierce, Florida, and**

WHEREAS the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional, timely manner, and

WHEREAS the CITY has relied upon the above representations by the CONTRACTOR, and

WHEREAS the CITY's Representative and the City Engineer have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

NOW, THEREFORE, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

This Contract includes the drainage installation, watermain installation, utility adjustments and roadway restoration. The Contract includes the construction drawings and the following:

1. Exhibit "A" - Invitation to Bid No. 2026-022
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" - Technical Specifications – Construction Drawings
4. Exhibit "D" - Technical Specifications – Drainage and Geotechnical Reports
5. Exhibit "E" - Bid Forms
6. Exhibit "F" - General Conditions

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract" or "Contract Documents"). Change Orders issued hereafter, Construction Change Directives, a Direction for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, an

shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "F," "General Conditions," conflict with Contract terms the Contract terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

In order to induce the CITY to execute this Contract and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Contract, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits, or other authorizations necessary to act as the general contractor for, and to construct the Project.

2(B) The CONTRACTOR has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Contract, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction.

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the CITY and the CONTRACTOR agree as follows:

3(A) This Contract (along with its exhibits), together with the CONTRACTOR's and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied, or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Price.

3(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity, or any other relationship whatsoever between the CITY and any person except the CONTRACTOR.

3(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3(E) Wherever this Contract calls for “strict” compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

3(F) The words “include,” “includes,” or “including,” as used in this Contract, shall be deemed to be followed by the phrase, “without limitation.”

3(G) The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected Work. The express or implied approval by the City Engineer of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR’s compliance with this Contract. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the CITY or City Engineer or his designee. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

(1) As between this document and the plans or specifications, this document shall govern.

(2) In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

ARTICLE 4
CONTRACTOR’S PERFORMANCE

The CONTRACTOR shall perform all of the Work required, implied, or reasonably inferable from this Contract including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in the Contract Documents, except as specifically identified therein as the Work of other parties, in accordance with the terms herein, all as may be amended from time to time.

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s) to the CITY.

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project.

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, change orders and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The CONTRACTOR shall commence the performance of this Contract on the date set forth in the Notice to Proceed issued by the City Engineer and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within ninety (90) calendar days and Final Completion in one hundred (120) calendar days as specified on the Notice to Proceed (sometimes hereinafter referred to as the "Contract Time").** By signing this Contract, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accordance with Article 10(G) below.

5(B) The CONTRACTOR shall pay the CITY the sum of **$500.00** per day for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Contract. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

5(C) The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Contract such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed "substantially complete," and such partial use or occupancy shall not be evidence of Substantial Completion.

5(D) All limitations of time set forth herein are material and are of the essence of this Contract.

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY, City Engineer or his designee, so as to plan its Work in coordinated sequence with the Work of the CITY and of others and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work herein, other than for excusable delays, as set forth in 5(F) below, for which CONTRACTOR may be granted a reasonable extension of time.

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, changes in the Work, labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR and/or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth herein.

If the CONTRACTOR is delayed, obstructed, hindered, or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this Contract (excluding profit, extended home office overhead, incidental or consequential damages, or disruption damages) and the Contract modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or City Engineer cannot exceed forty-five (45) days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this Article by giving written notice to the City Engineer, with a copy to the City Representative, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance, or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance, or interruption after final payment under this contract or to the extent that performance would have been so delayed, obstructed, hindered, or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract. The direct costs described above shall be limited to those direct costs attributable solely to this project, and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the City Engineer, with a copy to the City Representative, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the City Engineer or his designee to demonstrate a delay in the progress of the Work or the overall project completion. If the CONTRACTOR does not comply with the above notice and documentation

requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

Extensions of time will be the CONTRACTOR'S primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only, as set forth above, may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors, or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances, or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective Work, shall not under any circumstances be construed as delays, hindrances, or interference compensable further than as described herein.

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) **Based on Engineering Construction Drawings and Specifications, identified as Bid No. 2026-022, CDBG Coach Fenn Park Improvements, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: $_____ (hereinafter the "Contract Amount" or "Contract Price")**
Written Amount

6(B) Prior to review of the first payment request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire Contract Amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (see also the specifications for additional information). The CONTRACTOR shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY.

6(C) Upon receipt of a proper Payment Request, the City shall make payment within twenty (20) business days. If there is a dispute as to the Payment Request, the City shall notify the CONTRACTOR in writing, commence the dispute resolution within thirty (30) days, and conclude the final decision within forty-five (45) days. Said Payment Request shall be in such format and include whatever supporting information as may be required by the City Engineer or his designee.

Therein, the CONTRACTOR may request payment for ninety-five percent (95%) of that part of the Contract Amount allocable to Contract requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project

and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the City Engineer, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the City Engineer with Payment Request. Risk of loss shall be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR's fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the City Engineer shall review the Payment Request and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Contract. The amount of each such payment shall be the amount approved for payment by the City Engineer, less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Contract, subject to approval by the CITY. Approval of the CONTRACTOR's Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein.

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all Work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also furnish to the City Engineer properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers or others having lien or claim rights, wherein said subcontractors, material, men, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all Work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said Work rests with CONTRACTOR until Substantial Completion of contracted Project.

6(D) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers, and suppliers the amounts they are due for the Work covered by such payment.

6(E) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY, nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any Work of the CONTRACTOR not strictly in compliance with this Contract.

After written notice to the CONTRACTOR and a reasonable opportunity to cure, the CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

(1) The quality of a portion, or all, of the CONTRACTOR's Work not being in requirements of this Contract; or
(2) The quantity of the CONTRACTOR's Work not being as represented in the CONTRACTOR's Payment Request, or otherwise; or
(3) The CONTRACTOR's rate of progress being such that, in the opinion of the City Engineer or his designee, Substantial Completion may be inexcusably delayed; or
(4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers; or
(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault; or
(6) Loss caused by the CONTRACTOR; or
(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this Subarticle 6(E), the CONTRACTOR shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Contract, are not waived by final payment and/or acceptance and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The City Engineer or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's Work is substantially complete, the City Engineer or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will so notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's Work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as

reasonably determined by the CITY for completing all incomplete Work, correcting, and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer of costs for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective, or nonconforming Work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming Work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY Engineer and the CITY Representative thereof in writing. Thereupon, the City Engineer or City Representative will perform a final inspection of the Project. If the City Engineer concurs that the Project is complete and in full accordance with this Contract and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City Engineer is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment.

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for final completion as set forth in Article 5 above and elsewhere herein.

6(I) The CITY shall, subject to its rights set forth in Subarticle 6 above, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the City Engineer has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this Contract, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all.

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City Engineer in writing of : (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in this contract. The City Engineer or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such

conditions, an adjustment shall be made, through negotiation and mutual agreement, and the contract modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required herein: provided, however, the time prescribed therefore may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under this Contract.

7(B) The CONTRACTOR is responsible for obtaining ALL permits and paying all fees required of the CONTRACTOR by this Contract, or permits and fees customarily the responsibility of the CONTRACTOR. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the City Attorney's Office or Building Department.

ARTICLE 8
CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the City Engineer may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the City Engineer issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the City Engineer's instructions, provide a written, verified plan to eliminate or correct the cause of the City Engineer's order, which plan appears to the City Engineer to be reasonable, actually attainable and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such Work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Contract requirements which would render the CONTRACTOR's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this Article shall be in addition to the CITY's ability to remove portions of the Work from this Contract and complete it separately.

ARTICLE 9
DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations, and responsibilities of the CONTRACTOR set forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform Work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the CONTRACTOR performs Work knowing or believing, or if through exercise of reasonable diligence they should have known that such Work involves an error, inconsistency, or omission in the Contract without first providing written notice to the City Engineer, the CONTRACTOR shall be responsible for such Work and shall correct same bearing the costs set forth in Article 3(H) above.

9(B) All Work shall strictly conform to the requirements of this Contract. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents.

9(C) The Work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors, or omissions of those engaged in the Work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed.

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed Work will be complete, of high quality, without defects, and that all Work strictly complies with the requirements of this Contract. Any Work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR's warranty.

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements applicable to the Work.

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part time and offsite supervision, to be identified in the approved general conditions. Key supervisory personnel assigned by the CONTRACTOR to this Project are as follows:

NAME	FUNCTION

If at any time the City Engineer or his designee reasonably determines that any employee of the CONTRACTOR is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the City Engineer shall so notify the CONTRACTOR, whom shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the City Engineer and the City Representative the CONTRACTOR's schedule for completing the Work prior to submittal of the first application for payment. The CITY Engineer will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the Technical Specifications which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the City Engineer and the City Representative. Strict compliance with the requirements of this Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Contract.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the City Engineer during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Contract. The CONTRACTOR shall not do any Work requiring shop drawings or other submittals unless such has been approved in writing by the City Engineer or as required by the Contract Documents. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the City Engineer shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract, and shall not relieve the CONTRACTOR of responsibility for deviations from the Contract unless the City Engineer has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meets the requirements of the Contract, or will do so, including field measurements, materials, and field construction criteria related thereto.

The City Engineer shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect, examine, and physically stamp and sign any and all submittals before submission of same to the City Engineer.

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its Work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the Work. Upon Substantial Completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash, and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Contract, the CONTRACTOR shall permit the CITY and its

consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform Work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the Work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Contract. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY, and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the CITY Engineer, the CONTRACTOR shall promptly remedy loss or damage to the Work or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor or material man. This obligation shall be in addition to the requirements of Article 10 herein. The City Engineer may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority the City Engineer shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The City Engineer shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the City Engineer upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop Work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other Work with regard to such hazardous material unless otherwise agreed between the City Engineer and the CONTRACTOR. In the case of Work stopped hereunder, Article 6 shall apply to claims for delay, hindrance or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

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

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers and employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent, or groundless), and costs (including

reasonable attorney fees, litigation, arbitration, mediation, and appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10(B) CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10(C) CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

ARTICLE 11
CLAIMS BY THE CONTRACTOR

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 6 hereof.

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the City Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition.

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Amount, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any Work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation.

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation

in excess of the Contract Amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

ARTICLE 12
SUBCONTRACTORS

12(A) Prior to execution of this Contract, the CONTRACTOR shall have identified to the City Engineer, in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the City Engineer. The City Engineer shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the City Engineer, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Contract termination as set forth herein.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the City Engineer accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13
CHANGE ORDERS

One or more changes to the Work within the general scope of this Contract may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 6 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract

Amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the Work is performed.

a. The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the City Engineer, with any proposal for a contract modification.

b. The price breakdown:

(a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and

(b) Must cover all Work involved in the modification, whether the Work was deleted, added, or changed.

c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.

d. The CONTRACTOR's proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the contract amount resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by: (a) the change in the Contract Amount being set forth in the Change Order, (b) such change in the Contract Amount, together with any conditions or requirements relating thereto, being initialed by both parties, and (c) the CONTRACTOR's execution of the Change Order; or

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price, and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the Work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known.

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval are required by the CITY, the CONTRACTOR's surety, or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR's or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved Workmen, employer contributions towards company standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR's materials, direct labor, and equipment costs.

The allowance for Overhead and Profit shall be limited to the following schedule:

1. For the CONTRACTOR, for any Work performed by the CONTRACTOR's own forces, 10% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any Work performed by his Subcontractor, 5% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by their own forces, 10% of their materials and direct labor costs.

4. For each Subcontractor, for Work performed by his Sub-subcontractor(s), 5% of the amount due the Sub-subcontractor.

For Change Orders, the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost
+ CONTRACTOR's Direct Labor Costs
+ CONTRACTOR's Equipment Costs (includes owned/rental equipment)
+ Applicable Subcontractor Costs
Subtotal of Costs to the CONTRACTOR
+ CONTRACTOR's Overhead and Profit
Total Cost or Credit to the Owner

13(F) Nothing Contained in this Article shall be deemed to contradict or limit the terms of Article 6(E) herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals, or obscures its Work in violation of this Contract or in violation of an instruction from the City Engineer, such Work shall be uncovered and displayed for review by the City Engineer and/or the City's consultants upon request, and shall be reworked at no cost in time or money to the CITY.

14(B) If any of the Work is covered, concealed, or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or the City's consultants. If the uncovered Work conforms strictly to this Contract, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such Work shall be done by the CITY. Otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct Work rejected by the City Engineer as defective or failing to conform to this Contract. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections, and other expenses incurred as a result thereof.

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming Work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the City Engineer.

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Amount shall be reduced by the greater of: (1) the reasonable costs of removing and correcting the defective or nonconforming Work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming Work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming Work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to correct the defect or non-conformance.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same

15(B) In the event the City Engineer directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred and paid, of:

(1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 13(E) above); and

(2) preserving and protecting Work in place; and

(3) approved storage of materials or equipment purchased for the Project, including insurance thereon; and

(4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's Completion Date shall not be extended on account of any such suspension of Work.

When the City Engineer orders any suspension of the Work under this Subarticle 15(C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16
TERMINATION BY THE CITY

The CITY may terminate this Contract in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Contract by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the Work so terminated, other than warranties and guarantees for completed Work and installed equipment, and the CONTRACTOR shall stop Work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected Work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed Work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(1) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR an amount derived in accordance with Subarticle 16(A)(3) below.

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder.

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

(a) Contract costs for labor, materials, equipment, and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the CONTRACTOR's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12 (A).

(d) The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment, or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

In such case, the CONTRACTOR shall not be paid further until the Work is complete. After Completion has been achieved, if any portion of the Contract Amount, as it may be modified hereunder, remains after the cost to the CITY of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause; such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Contract, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

17(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors, or omissions, or those of their subcontractors, agents, or employees in connection with such services and shall be responsible for all parts of its Work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same. With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

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

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation /Employer's Liability Insurance.

Worker's Compensation/Employer's Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

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

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.
The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit

17(A)(3) Commercial General Liability Insurance.

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

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

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

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

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

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

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

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

17(A)(4) Automobile Liability Insurance.

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

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

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the

CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds.

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

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Pollution Legal Insurance shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

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

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within, three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.
The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) Property/Builder's Risk Insurance

CONTRACTOR shall provide, in a policy acceptable to the CITY, "all risk" (i.e., Special Form) property or builder's risk insurance on all such construction, additions, modifications, machinery, and equipment. The policy shall be issued on a non-reporting form of policy. The amount of the insurance shall be no less than the Contract Amount.

The maximum deductible for other than windstorm or hail shall be $10,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be the greater of $20,000 or 5% of the Contract Amount. CONTRACTOR shall be responsible for the payment of such deductible.

The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation. The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees.

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's members, officials, officers, or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Contract.

17(A)(9) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before beginning any Work under this Agreement. Failure to do so shall constitute a material breach upon which the City may immediately terminate or suspend this contract.

17(A)(10) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond, and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05(a) Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by the A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the United State of the Treasury Circular 570, Revised 2022 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance United States Department of Treasury with Treasury Circular 297, revised September 1, 1978 implemented at 31CFR Part 223. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the Work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so**,** furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the CITY.

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety:

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(3) Each surety shall be jointly and several liable for the full amount of the bond required.

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by The CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Contract without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity" as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost, or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

CITY:	**CONTRACTOR:**
Mark Zrallack, City Engineer	
100 N. US Highway 1	
Fort Pierce, FL 34950	
Phone: 772-467-3774	Phone:
Fax: 772-460-6847	Fax:

Copies to:
City Attorney
City Manager

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 26
E-VERIFY

Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, CONTRACTOR and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City, CONTRACTOR, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Contractor shall provide documentation of its compliance with this requirement upon request by the City.

If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide CONTRACTOR with an affidavit stating the subcontractor does not employ, contract with, or subcontract

with an unauthorized alien. CONTRACTOR shall maintain a copy of the affidavit during the terms of this Agreement.

The City will not intentionally award Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The City shall consider the employment by Contractor of unauthorized aliens a violation of Section 8 U.S.C. 1324(a)(3) [Section 274(e) of the INA]. Contractor agrees that violation by Contractor shall be grounds for unilateral termination of this Agreement by the City.

ARTICLE 27
SOVEREIGN IMMUNITY

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

_____
Print Name

_____
Signature

_____
Print name

_____
Signature

CONTRACTOR:

_____
By: _____

Title: _____

Federal Tax ID No. _____

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara Hedges, City Attorney

INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA
INVITATION TO BID NO. 2026-022

Sealed Bids will be received by the City of Fort Pierce Purchasing Department until **3:00 PM, Wednesday, February 11, 2026,** for:

CDBG COACH FENN PARK IMPROVEMENTS

The project includes permitting, installation of utilities, construction of park improvements including foundations and coordination for a City-provided modular restroom, construction of a parking lot with stormwater facilities, pavilion construction, and installation of a fully operational ADA-compliant splash pad.

Specifications are available upon request in the Office of the Purchasing Manager, City of Fort Pierce City Hall, 100 North U.S. 1, Fort Pierce, Florida.

Electronic copies of the documents may be obtained from the Office of Purchasing at no cost.

The City of Fort Pierce encourages Minority Business Enterprise participation.

Advertising for Bids will conform to federal requirements which include advertising for a minimum of two (2) weeks.

CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M.P.A
Purchasing Manager

TABLE OFCONTENTS

SECTION	DESCRIPTION	PAGE
1	Defined Terms	52
2	Copies of Bidding Documents	52
3	Qualifications of Bidders	52
4	Examination of Contract Documents and Site	52
5	Interpretations	54
6	Bid Security	54
7	Contract Time	54
8	Liquidated Damages	55
9	Substitute Material and Equipment	55
10	Subcontractors, Etc.	55
11	Bid Form	55
12	Submission of Bids	56
13	Modifications and Withdrawal of Bids	56
14	Openings of Bids	56
15	Bids to Remain Open	57
16	Award of Contract	58
17	Bonds And Insurance	59
18	Signing of Agreement	59
19	Schedule of Submittals	60
20	Special Warranty, Guarantee, Bond, Insurance, Maintenance And Correction Period Requirements	60
21	Materials	60

SECTION 1 - DEFINED TERMS

1.1 Terms used in these "INSTRUCTIONS TO BIDDERS" which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SECTION 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents may be obtained in the manner defined in the Call for Bids.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; City shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

SECTION 3 - QUALIFICATIONS OF BIDDERS

3.1 Each Bid must contain evidence that the Bidder has a valid State of Florida license with a minimum classification of “Certified General Contractor” associated with the company bidding along with evidence of the Bidder's qualifications to do business in the State of Florida. To demonstrate qualifications to perform the Work, each Bidder must submit to City, together with the Bid, information including but not limited to financial data, capability to obtain Payment and Performance and previous experience on similar projects, including references and evidence of authority to conduct business in the jurisdiction where the Project is located. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules, regulations and policies that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) make written requests for interpretations promptly after

discovering any conflicts, errors, ambiguities of inconsistencies. Written requests must be received prior to the Pre-Bid Conference.

4.2 Reference may be made to the identification of investigations and tests of subsurface and latent physical conditions at the site, or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City Engineer or City Consultant in preparing the Drawings and Specifications. Such reports are available for review by any bidder at the office of the City Engineer. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents; they are provided for guidance only. If this information is used by Bidder in preparing his proposal, he shall assume all risks resulting from actual conditions differing from the conditions set out in the reports.

4.3 If a log of test borings showing a record of the data is obtained by the investigation of subsurface conditions by the City, or their consultants, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the City, or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of bidders, and its use is subject to all of the conditions and limitations set forth in this article. Discrepancies must be reported prior to the Pre-Bid Conference.

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

4.5 City will provide each Bidder reasonable access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall restore site to condition existing prior to conducting said investigations and tests.

4.6 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.7 The submission of the Bid shall be an indication that the Bidder has

considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by the National Weather Service.

SECTION 5 - INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City Engineer. Bidders are required to advise the City Engineer of any conflicts in the Contract Documents or any discrepancies between conditions noted at the project site and those shown on the Drawings or described in the Specifications. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City's Purchasing Agent as having received the Bidding Documents. Questions received less than seven days prior to the date for the opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addenda shall be issued no less than five days prior to bid opening.

SECTION 6 - BID SECURITY

6.1 Bid Security shall be made payable to City, in an amount of 10 percent of the Bidders maximum Bid price and in the form of a certified or cashier's check or a Bid Bond on the prescribed form attached issued by a Surety.

6.2 The Bid Security of the Lowest and Best Bidder shall be retained until such Bidder has executed the Agreement, furnished the required Contract Security, the Insurance Certificates and Endorsements, and complied with the State of Florida requirements; if the Lowest and Best Bidder fails to execute and deliver the Agreement or furnish the Contract Security within ten (10) days of the receipt of Agreement, City may annul the Notice of Award and the Bid Security of that Bidder may be forfeited. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty-first day after the Bid opening. Bid Security of other Bidders may be returned within seven days of the Bid opening.

SECTION 7 - CONTRACT TIME

7.1 The time of completion is of the essence of the Contract, and the Bidder awarded the Contract shall proceed with the Work in accordance with the Contract time period specified in the Notice to Proceed for each project. In the event of failure to complete the Work within the time specified, the City may assess damages and/or impose penalties as provided by law or the Contract Documents, unless an appropriate extension of time has been granted by the City.

SECTION 8 - LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT

9.1 Not applicable.

SECTION 10 - SUBCONTRACTORS, ETC.

10.1 The City shall receive from the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder), within ten days after receipt of the Bids, a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment. This list shall include the name and address of the Subcontractor, person or organization, a description of the services, materials or equipment to be supplied. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If City has reasonable objection to any proposed Subcontractor, other person or organization, the City may, before the Notice of Award, request the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) to submit an acceptable substitute without an increase in Bid price. If the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) declines to make any such substitution, the Contract may not be awarded to such Bidder at the City's sole discretion. Bidder's declining to make any such substitution shall constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City does not make written objection prior to the Notice of Award will be deemed acceptable to City, but City does not thereby waive any right it may have against the Contractor because of the actions or omissions of said Subcontractor, other person or organization, or request from the Contractor to replace Sub-contractors depending on their performance or workmanship.

SECTION 11 - BID FORM

11.1 The Bid Form(s) is included in the Contract Documents.

11.2 Bid Forms must be completed in ink or typewritten. **Bid prices shall be provided for all items listed. All partial bid proposals shall be rejected.**

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the

secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids by partnership must be executed in the partnership name and signed by an authorized partner, whose title must appear under the signature.

11.5 All names and titles must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address to which communications regarding the Bid are to be directed must be shown.

SECTION 12 - SUBMISSION OF BIDS

12.1 Submit bids on Bid Forms supplied herein. Bids shall be submitted at the time and place indicated in the CALL FOR BIDS and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the Bid Security.

If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

12.2 Bids received after the time and date specified in the CALL FOR BIDS shall not be considered and will be returned unopened.

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a bid will not prejudice the rights of Bidder to file a new Bid

SECTION 14 - OPENING OF BIDS

14.1 At the specified time and place as indicated in the CALL FOR BIDS, Bids shall be opened publicly and read aloud.

14.2 An abstract of the amounts of the base bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are approximate only and for the purpose of providing a bidder with information that may

be used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. It shall be the Bidder's responsibility to determine if a different quantity of any item required and to bring the same to the attention of the City Engineer, or Consultant prior to submittal of the Bid.

14.4 Notwithstanding any other provision contained in the Contract Documents, the City reserves the right to reject any and all bids, or portions thereof, and waive any and all irregularities, and the right to disregard any or all nonconforming, unbalanced, or conditional bids or counter proposals. The City may reject, as non-responsive, any or all bids where bidders fail to acknowledge receipt of addenda as prescribed. If the City elects not to reject a bid which fails to acknowledge receipt of any addendum, the bid shall be construed as though the addendum has been received and acknowledged by the Bidder.

14.5 The bids supplied shall be a Unit Price Bid. Unit Price bids for the work items shall be based on estimated quantities for the purpose of determining the best and Lowest Bidder and unit prices as shown in the Bid Form (see Paragraph 14.3 above). In the event that work in addition to estimated quantities is required, compensation to the Contractor shall be based on the unit prices indicated in the Bid Form. For basis of award, discrepancies between the total Bid and the sum of columns of figures shall be resolved in favor of the total Bid. Contractor shall be responsible for the accuracy of the arithmetic of the bid, in particular with the addition of the columns to match the total Bid. City has the right to accept the total Bid whether it is less or more than any additions of any columns or extensions and prorate the unit prices to match the total Bid amount. Contractor shall lose his bid deposit if contract award is not accepted by such Contractor.

SECTION 15 - BIDS TO REMAIN OPEN

15.1 All Bids shall remain open for sixty (60) days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15.2 Extensions of time when bids shall remain opened beyond the sixty-day period may be made only by mutual agreement between the City, the Lowest and Best Bidder, and the Surety, if any, for the Lowest and Best Bidder.

SECTION 16 - AWARD OF CONTRACT

16.1 Award shall be based on products, equipment and materials named in the Contract Documents.

16.2 In evaluating Bids, City shall consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements.

16.3 In evaluating Bids, City shall consider the information provided by the Bidder as described in these INSTRUCTIONS TO BIDDERS.

16.4 The Lowest and Best Bidder shall submit, to City, documentation evidencing its capability to obtain Performance and Payment Bonds and to perform classes of work contemplated, and the necessary plant and sufficient capital, to execute the work properly within the time specified. **This information must be received by City as per Section 10 above.**

16.5 The City shall require the Lowest and Best Bidder to submit a certified statement describing his organization, plant, manpower and financial resources, and list all previous and/or ongoing construction contracts over the last 5 years, regardless of amount or completion status. Information shall be submitted on the Associated General Contractors of America Form "Standard Questionnaires and Financial Statement for Bidders", available from AGC, 1957 "E" Street, N.W., Washington, D.C., 20006, or other form acceptable to City. The information shall be certified by a Certified Public Accountant for bids over $25,000 and shall be submitted to the City prior to Contract Award. The City, at its discretion, may require any or all of the above listed information from any other Bidder.

16.6 City may consider qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form and Section 10 of these Instructions.

16.7 City may conduct such investigations and require supplemental information as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, proposed equipment and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

16.8 City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.

16.9 **City reserves the right to reject the Bid of any Bidder which is or was behind on the approved completion schedule for any existing or past contracts with the City, is in litigation with the City, has previously defaulted on a contract with the City, has delayed or skipped subcontractor payment(s), or has provided unsatisfactory performance on current or previous City Contracts.**

16.10 If the Contract is to be awarded, it will be awarded to the best and lowest responsible Bidder on the basis of the total Bid amount, qualifications, experience, and ability to perform the work. City reserves the right to reject all bids or portions thereof.

SECTION 17 - BONDS AND INSURANCE

17.1 The General and Special Supplemental Conditions set forth the City's requirements as to Bonds and Insurance. When the Successful Bidder delivers the executed Agreement to City, it shall be accompanied by the required Bonds, Insurance Certificates, and Endorsements on forms prescribed by City. The City must receive with Successful Bidder executed Agreement copies of all insurance policies for the insurance requirements set forth in the General and Special Supplemental Conditions. Attorneys-in-fact who sign Bid Bonds, Performance Bonds and Payment Bonds must file with such Bonds a certified copy of their power-of-attorney to sign the Bonds.

SECTION 18 - SIGNING OF AGREEMENT

18.1 When City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days of receipt thereafter, Successful Bidder shall sign and deliver at least two (2) counterparts of the Agreement to City, together with the documents described in Section 17 above attached. Within ten (10) days after receipt of the properly executed and completed submittal, City will deliver a fully signed counterpart to Successful Bidder.

18.2 Failure by a Successful Bidder to whom the contract is awarded to execute the Agreement, or to correctly complete or furnish required Bonds or insurance certificates and endorsements, shall be just cause for the annulment of the award and the forfeiture of the Bid Security.

18.3 If Successful Bidder is a Corporation, the Agreement shall be signed by the President, attested by the Secretary, and have the Corporate Seal affixed. The executed Agreement shall be accompanied by a Certificate of Good Standing dated within 30 days and an Incumbency Certificate, under oath, executed by Legal

Counsel or the Secretary of the Corporation, and the Corporate Seal if by the Secretary.

18.4 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or correctly complete or furnish the required Bonds, insurance certificates and endorsements within the time period specified in Article 10, Section 18.1 above or fails to comply with submittal requirements specified in Article 20 shall be liable to the City for all damages resulting there from, including reasonable attorneys' fees and costs, and attorneys' fees and costs on appeal. The Bid Security forfeited shall not be a limitation thereon.

SECTION 19 - SCHEDULE OF SUBMITTALS

19.1 Within ten (10) days prior to Contract Award, the Successful Bidder shall submit a preliminary progress schedule and a schedule of projected payments in accordance with the General Conditions. This schedule shall show in a summary fashion the order in which the Successful Bidder proposes to perform the Work and shall indicate approximate starting and completion dates for said projects. This progress schedule shall not replace, but serve as a basis for, the progress schedule submittals to be developed as required in the Specifications. Failure by the Successful Bidder to furnish this Schedule of Submittals, as required, in a sufficiently complete and responsible manner, shall void evaluation of the Bid, and will constitute proof that the Successful Bidder has abandoned all his rights and interests in the award, and his Bid Security may be declared forfeited to the City as liquidated damages, and the Work may be awarded to another Bidder.

SECTION 20 - SPECIAL WARRANTY, GUARANTEE, BOND, INSURANCE, MAINTENANCE, AND CORRECTION PERIOD REQUIREMENTS

20.1 There may be special requirements pertaining to Warranty, Guarantee, Bonds, Insurance, Maintenance, and the Correction Period which are described in the Contract Documents. Bidders shall review these special requirements, if applicable, and reflect in their bids all costs associated therewith.

SECTION 21 – MATERIALS

21.1 Materials produced by convict labor are prohibited from use on the PROJECT unless specific written authority for such use is obtained.

21.2 State produced materials are now allowed.

21.3 State/Local Owned/Furnished/Designated materials may be utilized if it is in the public interest and approved by the CITY.

END OF SECTION

PLEASE REFER TO
EXHIBIT C –
CONSTRUCTION DRAWINGS,
ATTACHED AS PDF FILES,
FOR THE PROJECT'S TECHNICAL SPECIFICATIONS

END OF SECTION

PLEASE REFER TO
EXHIBIT D –
DRAINANGE AND GEOTECHNICAL REPORTS,
ATTACHED AS PDF FILES,
FOR THE PROJECT'S TECHNICAL SPECIFICATIONS

END OF SECTION

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
001	Bid Proposal Form	65
002	Bid Bond	70
003	Performance Bond	73
004	Payment Bond	76
005	Notice of Award	79
006	Notice to Proceed	81
007	Change Order Form	82
008	Application for Payment	84
009	**Certificate of Owner's Attorney**	85
010	Bidder's Questionnaire	86
011	Non-Collusion Affidavit	88
012	Public Entity Statement	89
013	Non-Segregated Facilities	92
014	Trench Safety Act	93
015	Drug-Free Workplace	94
016	Bid Response Form	**Excel Worksheet**
017	Substitution Sheet	96
018	Contractor Verification Form	97
019	List of References	98
020	E-Verify	99

BID FORMS

PROPOSAL TO THE CITY OF FORT PIERCE

FOR

CDBG COACH FENN PARK IMPROVEMENTS

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____(Zip Code)

PHONE NUMBER: _____

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 4
0% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Work to be Done	**Name of Subcontractor**	**Address**

BID FORMS

Notice of Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS _____
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.

2. Bid Bond with Power of Attorney attached.

3. Affidavit of Non-Collusion.

4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

BID FORMS

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

BID FORMS

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: _____
(Type or Print)

By: _____

Name: _____

Title: _____

Dated: _____, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

_____

END OF SECTION

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____, as Principal, and _____ _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of _____ _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated _____ 2026, for the _____ _____

_____

_____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this ____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

_____

By: _____
(Signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

_____

By: _____
(Signature)

Name: _____

Title: _____

(Surety Seal)

BID FORMS

BID FORMS

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety _____

Mailing Address _____

Street Address _____

Name and Mailing and Street _____

Address of Agent or _____

Representative in Florida _____

(if different than above) _____

_____

_____

_____

Telephone Number of Surety _____

and Agent or Representative _____

in Florida _____

END OF SECTION

BID FORMS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof, **to furnish labor and construction materials for the CDBG Park Improvements identified in Bid No. 2026-022.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and

Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise, it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)
counterparts, each of which shall be deemed an original, this ____ day of _____, 2024.

ATTEST: _____
Principal

_____ By _____

BID FORMS

(Principal) Secretary

Name _____ Name _____

(Type) (Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____
Witness as to Principal

ATTEST:

_____
Surety

_____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____

(Type) (Type)

_____
(Corporate Seal) (Address)

_____
Witness as to Surety

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of _____, 2026, **(**Date to be filled in by Owner) a copy of which is hereto attached and made a part hereof, **to furnish CDBG Coach Fenn Park Improvements, Bid No. 2026-022.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____(Number) counterparts, each of which shall be deemed an original, this _____day of _____, 2024.

ATTEST:

_____
(Principal) Secretary

_____
Principal

By _____

BID FORMS

Name _____ Name _____

(Type) (Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal _____

_____
Witness as to Principal

ATTEST: _____
Surety

_____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____

(Type) (Type)

_____
(Corporate Seal) (Address)

_____ _____
Witness as to Surety

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: **CDBG Coach Fenn Park Improvements, Bid No. 2026-022**

Date of Bid Opening: **3:00 PM, Wednesday, February 11, 2026**

Award Amount: **Not to Exceed $**_____

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item

Notice of Award
Agreement between City and Contractor
Performance Bond
Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms, and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

BID FORMS

Mailing Address:	**Delivery Address:**
Director of Procurement	Director of Procurement
CITY OF FORT PIERCE	CITY OF FORT PIERCE
100 North U.S. #1	100 North U.S. #1
Fort Pierce, FL 34950	Fort Pierce, FL 34950

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

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

OWNER: **BY:**_____
Gelencia Carter, Purchasing Manager

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950 **Date:**_____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR: **BY:**_____

_____ _____
(Title)

Date:_____

END OF SECTION

BID FORMS

NOTICE TO PROCEED

Date: _____

To: _____

_____ **Contractor.**

Notice to Proceed on Project: CDBG Coach Fenn Park Improvements, Bid No. 2026-022

Cost of Project based on Unit Prices by Agreement: $_____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2026 and to obtain Substantial completion within 90 calendar days and Final completion within 120 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be**: _____, 2026.**

OWNER:
CITY OF FORT PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FORT PIERCE, FL 34950

BY:

_____
City's Project Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **CDBG Coach Fenn Park Improvements**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ _____

Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S) $ _____

Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER $ _____

Current CONTRACT AMOUNT Including this CHANGE ORDER $ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE including this CHANGE ORDER _____

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

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

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

By:_____
Signature & Title

Date:_____

END OF SECTION

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of_____

_____,do hereby certify as
(Owner)

follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____
Attorney

_____
Date

END OF SECTION

BID FORMS

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder.

2. Permanent Main Office address.

3. When organized?

4. If a corporation, where incorporated?

5. How many years have you been engaged in construction under this present firm or trade name?

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by you.

8 Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.

11. List your major equipment available for this contract.
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)

13. Background and experience of the principal members of your company, including the officers.

14. Give bank reference.

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

BID FORMS

Dated at _____this _____ day of _____, 2026.

Contractor:

_____

By_____

_____
(Name & Title)

County of _____
State of _____

_____, being duly sworn, deposes and says that he is _____ of _____, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this _____day of _____, 2026.

_____
Notary Public

My Commission Expires:

_____ (Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he/she is _____
(a partner or officer of the firm of, etc.)

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

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of _____, 2026

_____
Notary Public

My Commission expires: (Seal)

_____

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2026-022 for **CDBG Coach Fenn Park Improvements**

2. This sworn statement is submitted by _____
_____(name of entity submitting sworn statement)
whose business address is _____
_____
and (if applicable) its Federal Employer Identification Number (FEIN) is_____
_____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____my relationship to the entity
(please print name of individual signing)
named above is _____.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

BID FORMS

Signature: _____

Date: _____

STATE OF_____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this _____ day of _____, 2026.

NOTARY PUBLIC SEAL:

My commission expires:_____

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE: _____ , 2026

Official Address
(Including Zip Code):

By:_____

_____

_____
(Title)

_____

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2026-022

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

_____ Dollars
(Written)

_____
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: _____
(Company-Contractor)
By: _____
(President's Signature)

_____
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida on the _____ day of _____, 2026.

Notary Public: _____ (affix seal) My Commission Expires: _____

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

_____
Proposer's Signature

_____
Date

END OF SECTION

BID RESPONSE FORM
CDBG COACH FENN PARK IMPROVEMENTS

PLEASE SEE THE
EXCEL WORKSHEET PDF ATTACHMENT
FOR SUBMITTING YOUR BID PRICES

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: CDBG COACH FENN PARK IMPROVEMENTS

BID NO. 2026-022
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2026-022

PROJECT TITLE: CDBG COACH FENN PARK IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ (**ATTACH COPY)**

County License # _____ (**ATTACH COPY**)

City License: (**ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: _____

Unlimited _____(yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: CDBG COACH FENN PARK IMPROVMENTS

BID NO. 2026-022

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: **CDBG COACH FENN PARK IMPROVEMENTS**

Bid No.: 2026-022

Project Description: **Installation of utilities, construction of park improvements and parking lot with stormwater facilities, pavilion construction, and installation of a fully operation ADA compliant splash pad.**

Vendor/Consultant acknowledges and agrees to the following:

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

Company/Firm: _____

Authorized Signature: _____
Title: _____
Date: _____

END OF SECTION

SECTION	DESCRIPTION	PAGE
1	Contract Documents (Terms Defined)	101
2	The City Engineer	106
3	City	107
4	Contractor	108
5	Subcontractors	113
6	Work by City	113
7	Miscellaneous Provisions	116
8	Time	117
9	Payments and Completion	118
10	Protection of Persons and Property	122
11	Insurance	124
12	Changes in the Work	124
13	Uncovering and Corrections of Work	125
14	Termination of the Contract	127
15	Unfavorable Weather and Other Conditions	128
16	Engineering and Field Inspections Due to Overtime, Work and Unavoidable Delays	128
17	Before Starting Construction	129
18	Precedence of Contract Documents	129
19	Measurement and Payment	130
20	Estimated Quantities	131
21	Coordination	131
22	Field Engineering	132
23	'Deleted"	132
24	Preconstruction Conference	132
25	Progress Meetings	133
26	Contract Closeout	133

SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Bid Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is:(1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the City Engineer pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the City Engineer of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 CITY

The City of Fort Pierce: The Owner.

1.1.15 CONTRACT PRICE/AMOUNT
The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the City Engineer to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work

directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The City of Fort Pierce: The Owner.

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer.

1.1.29 ENGINEERING INSPECTOR

The authorized representative of the City Engineer who is assigned to the site inspection or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used materials; Swatches showing color, texture, and pattern, color range sets, or units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word "approved," "reviewed," "acceptable," "satisfactory," "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the action required, reference, or determination rests solely with the City Engineer or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words "as shown" or "as indicated" or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word "provide" is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word "Product" is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term "Project Manual" as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER

2.1 The City Engineer or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer or designee will visit the site at intervals to check the quality or quantity of the Work. The City Engineer or designee will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents. The City Engineer or designee will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The City Engineer or designee shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the City Engineer or designee may perform his functions under the Contract Documents.

2.3 The City Engineer will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the City Engineer for such interpretations.

SECTION 3 - CITY

3.1 DEFINITION

3.1.1 The City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the City or its authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1 and elsewhere in the Contract and Contract Documents, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. CITY'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Contract Articles 8,10, 14, 15, 16, and 17, and the Contract Documents.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the City shall have the right to carry out the Work in accordance with the Contract and Sections 8, 14, 15, and 16,

and as noted in the Agreement and Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the City Engineer for any damage resulting from such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the City Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the City Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City Engineer in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the City Engineer with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten (10) days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the City Engineer by transmittal letter with Contractor's signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to City Engineer for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as City Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable City Engineer to review the information as required.

4.12.2 Contractor shall also submit to City Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give City Engineer specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to City Engineer for review and approval of each such variation.

4.12.5 City Engineer will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the City Engineer and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by City Engineer on previous submittals.

4.12.6 City Engineer's review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called City Engineer's attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by City Engineer relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required by the Specifications, any related Work performed prior to City Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the City Engineer.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to City Engineer.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Contract, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall comply with the Contract, to include Article 12 and the Contract Documents.

SECTION 6 - WORK BY CITY

6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the

Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the City Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the City Engineer shall determine to be just.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.1 Governing Law

7.1.1 The Contractor shall be governed by the law of the place where the project is located.

7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 PERFORMANCE AND PAYMENT BOND

7.5.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary

Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.5.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.5.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the City, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the City Engineer timely notice of its readiness so the City Engineer may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public agency other than City. Unless otherwise provided, the City shall bear all costs of other inspections, tests or approvals. The City shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications, and the Contractor shall pay for all required retests.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Paragraph 7.7.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's

additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the City Engineer.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the City Engineer when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

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

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the City Engineer, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City Engineer may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Agreement or Contract Documents.

SECTION 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project's Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the City shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and City Engineer an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the City Engineer may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the City Engineer, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer will, within ten (10) days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the City Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the City Engineer's observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the City Engineer has approved the complete Application for Payment, the City shall make payment in accordance with Article 6 of identified in the Agreement.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The City Engineer may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City Engineer on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to City Engineer receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the City Engineer is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the City Engineer cannot agree on a revised amount, the City Engineer will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied; or

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice; or

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. City Engineer may request Partial Releases of Liens prior to payment; or

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or

5. Damage to the City or other contractor; or

6. Reasonable evidence that the Work will not be completed within the Contract Time; or

7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 "ELIMINATED"

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The City Engineer's final approval for payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement and Contract Documents have been fulfilled and the Contractor has met the requirements of the Agreement and Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City Engineer: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub- subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers; or

2. Faulty or defective Work appearing after Substantial Completion; or

3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the City Engineer and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Paragraph 10.2, caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or City Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under the Agreement and the Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the City Engineer.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 CITY ENGINEER'S STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 - INSURANCE

(SEE CONTRACT DOCUMENTS - ARTICLE 17)

SECTION 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the City Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By unit prices stated in the Contract Documents or subsequently agreed upon;

3. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character

provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City Engineer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the City Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation pursuant to Subparagraph 2.3; (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4; or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The City Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

SECTION 13 - UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the City Engineer or to requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the City Engineer has not specifically requested or required to observe prior to being covered, the

City Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6, in which event the City shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the City Engineer as defective or as failing to conform to the Contract Documents whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City Engineer or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non- conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City Engineer, the City may remove it and replace the materials or equipment at the expense of the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might

have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14 - TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the City Engineer has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the City Engineer, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the

Owner, upon certification by the City Engineer that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may 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.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the City Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the City Engineer, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15 - UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the City Engineer, the Contractor shall be able to overcome them.

SECTION 16 - ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

SECTION 17 - BEFORE STARTING CONSTRUCTION

17.1 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. Contractor shall promptly report in writing to the City Engineer any conflict, error or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from City Engineer before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer for failure to report any conflict, error or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City Engineer for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The City Engineer may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as City Engineer directs, to attend the conference.

SECTION 18 - PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19 - MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Unit Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the City Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20 - ESTIMATED QUANTITIES

20.1 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by City may vary from those on the Bid Form(s).

20.2 The Contractor's attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

20.3 All quantities, for the submittal of payments, shall be measured and tabulated by both the City Engineer, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer whatever assistance is required, laborers, clerks and records that will enable the City Engineer to expeditiously check all estimates and especially the final quantities of the project.

SECTION 21- COORDINATION

21.1 Contractor shall: (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements; (2) coordinate completion

and clean-up of Work of separate sections of specifications in preparation for Substantial Completion; and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.

SECTION 22 - FIELD ENGINEERING

Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to City Engineer, locate and protect survey control and reference points, control datum for survey that is shown on the Exhibit Drawings, and provide field engineering services and establish elevations, lines, and levels, utilizing recognized engineering survey practices.

SECTION 23

"DELETED"

SECTION 24 - PRECONSTRUCTION CONFERENCE

24.1 City Engineer will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if so requested by City.)

24.3 Agenda:

1. Execution of City-Contractor Agreement;
2. Submission of executed bonds and insurance certificates;
3. Distribution of Contract Documents;
4. Submission of list of Subcontractors, and progress schedule;
5. Designation of personnel representing the parties in Contract, and the City Engineer;
6. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7. Scheduling;
8. Scheduling activities of Testing Laboratory.

SECTION 25 - PROGRESS MEETINGS

25.1 City Engineer or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within 3 days to participants and those affected by decisions made.

25.3 Agenda:

1. Review minutes of previous meetings;
2. Review of Work progress;
3. Field observations, problems, and decisions;
4. Identification of problems which impede planned progress;
5. Review of submittals schedule and status of submittals;
6. Review of off-site fabrication and delivery schedules;
7. Maintenance of progress schedule;
8. Corrective measures to regain projected schedules;
9. Planned progress during succeeding work period;
10. Coordinate of projected progress;
11. Maintenance of quality and work standards;
12. Effect of proposed changes on progress schedule and coordination;
13. Other business relating to Work.

SECTION 26 - CONTRACT CLOSEOUT

26.1 DESCRIPTION
Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Engineer consider that the work is incomplete or defective: (1) the Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Engineer will re-inspect the Work.

4. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Engineer the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;
2. Warranties and Bonds;
3. Evidence of Payment and Release of Liens;
4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location of the drainage structures, signs, lighting, irrigation system, landscaping, sidewalks, roadway improvements and all culvert pipes, the elevations referenced to NGVD 1929 of the control structure tops, bottom inverts, and the elevations of all pipe inverts. No erasures are permitted. Where changes occur, cross out design information and denote constructed information. Other items to be shown on the Record Drawings include:
5. Any changes or verifications get marked.
6. Mark out all "proposed" or "constructs."
7. Draw in all changes to location of pipe, structures, etc.
8. Draw in a detail box of any substantial changes.
9. Mark location and footage of all culverts.
10. Mark all elevations for grates and pipe inverts.
11. Mark all grades and spot elevations of roadways at 500 feet spacing or less.
12. Canal cross-sections at 500 feet spacing.

The Contractor shall submit four (4) sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings supplied in digital format (AutoCAD).

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Marsha Commond, Special Projects Coordinator**

FROM: **LaTonya Hubbard, Purchasing Agent,** *LaTonya Hubbard*

SUBJECT: **Bid No. 2026-022 – CDBG Coach Fenn Park Improvement Project**

DATE: **February 16, 2026**

On January 14, 2026, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on January16 and January 23, 2026, with a scheduled opening at 3:00 PM on February 13, 2026.

Respondents may now submit bids electronically, and the hard copy requirement has been modified. Those choosing to submit a hard copy are required to provide only one (1) original and one (1) PDF copy on a USB drive.

Attached are the Tabulation Sheet and the Submittal Response Checklist for this bid. A total of three (3) submissions were received electronically. Copies of the submittals will be sent via email or OneDrive, and the complete file is also available for review in the Purchasing Division.

The invitation was sent to 1818 vendors. Sixty-three (63) vendors requested specifications with three (3) responding (4.76%) plus (1) "No Bid" (4.76 % total response).

Please be advised that during initial review of the submittals, the following findings need to be brought to your attention:

- **GRSC, Inc., Stuart, FL, submitted a response through DemandStar; however, the submission was deemed incomplete.**

A Recommendation to Award form (see attached) must be completed and included with the appropriate approving authority's document (City Manager's Requisition or City Commission Agenda Item).

The entire process, including either City Manager or City Commission approval, must be completed by **April 14, 2026**, the bid expiration date.

/lh

cc: Marsha Commond, MPA, Special Projects Coordinator
Richard Staffer, Facilities Manager
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**CDBG COACH FENN PARK IMPROVEMENT PROJECT**
BID NUMBER:	**2026-022**
OPENING DATE:	2/13/26 at 3:00 P.M.
RECOMMENDED AWARD:	Pending

RESPONSE
3 of 63 = 4.76%
1 "No Bids"
Total = 4.76%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR NAME	TOTAL BID PRICE
SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction *North Palm Beach, FL*	**$626,591.15**
Blue CS Construction, LLC. *Port St. Lucie, FL*	**$747,600.00**
Sunshine Land Design, Inc. *Stuart, FL*	**$1,307,200.00**

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: 2/18/2026

RECOMMENDATION FOR AWARD

Solicitation No: 2026-022

Solicitation Title: CDBG Coach Fenn Park Improvement Project

Solicitation Advertisement: 1/23/2026

Solicitation Due Date: 2/13/2026

Award Authority:
- [x] **City Commission**
- [ ] **City Manager**
- [ ] **Purchasing Manager**
- [ ] **Director of Finance**
- [ ] **Planning Board**
- [ ] **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From: Marsha Commond

Through: DeVoshay Johnson Sr.

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: National General Construction

Initial Term Amount: $626, 591.15

Contract Terms, if applicable: Construction Completion due June 30, 2026

Award is based on the following concurrence (s):

The recommended awardee possesses extensive experience on similar projects, both past and present, involving municipal entities such as St. Lucie County, the City of Miramar, the City of Pembroke Pines, and the City of Port St. Lucie, particularly in parks and recreational renovation and construction. They offer the most competitive pricing and have provided an exemplary list of subcontractors with the necessary technical expertise for pool systems and utility infrastructure, etc. This expertise will prove beneficial for the construction of the splash pad, as well as the utility infrastructure for both the restroom and the splash pad, including electrical work. The awardee is fully equipped to manage all aspects of the project scope, such as site work, etc.

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2026-022**
Pre-Bid Conference: **11:00AM, THURSDAY, JANUARY 29, 2026**	**Bid Title: CDBG COACH FENN PARK IMPROVEMENT PROJECT**
Mandatory Site-Visit Location: **COACH FENN PARK** **NORTH 23RD STREET AND AVENUE K** **FORT PIERCE, FL 34947**	**Bid Opening Location:** **Purchasing Division Conference Room, Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Bid Due Date & Time: **3:00 PM, WEDNESDAY, FEBRUARY 11, 2026**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Bidder Name: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction **Mailing Address:** 643 US Hwy 1, Unit 13094	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X _____ **Authorized Signature (Manual)**
City, State, Zip Code: North Palm Beach, FL 33408	**Typed or Printed Name:** Maverick Cissell
Type of Entity (Select one): **Corporation** LLC **Partnership** _____ **Proprietorship** _____	**Title:** Manager Member
Incorporated in the State of: FL **Year:** 2021	**Delivery in** 120 **days, After Receipt Order**
Phone Number: 951-813-8541	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 85-4013411
E-Mail Address: mc@nationalgc.net	**Local Business:** ___Y ✓N **MWBE:** ___Y ✓N
Bid Security is attached, when required, in the amount of $ 626,591.15 **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

BID NO. 2026-022
BID RESPOSNE FORM
CDBG COACH FENN PARK IMPROVEMENTS

Item		Quantity	Unit	Unit Price	Item Total
1	Mobilization, demo, ins, etc. not to exceed 5% of construction cost.	1	LS	$25,000.00	$25,000.00
2	Maintenance of traffic (MOT), contractor shall furnish all materials	1	LS	$2,500.00	$2,500.00
3	Contractor shall provide all materials, labor, tools, equipment and all incidentals to complete all clearing, grubbing, root-taking and necessay clean up operations in connection with the construction of the work and its related site work	1	LS	$80,000.00	$80,000.00
4	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install temporary and permanent erosion control measures including silt fence, inlet protection, and stabilization.	1	LS	$25,000.00	$25,000.00
5	Contractor shall provide all materials, labor, tools, equipment, and incidentals to perform excavation, fill, compaction, fine grading, and subgrade preparation in accordance with the civil grading plans.	1	LS	$80,000.00	$80,000.00
6	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install stormwater drainage features including retention areas, swales, trench drains, and related appurtenances shown on the drawings.	8600	SF	$2.33	$20,038.00
7	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install aggregate base, leveling course, and compaction for hardscape areas.	7800	SF	$0.84	$6,552.00
8	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install concrete parking, and associated joints and finishes as shown on the plans.	5200	SF	$10.00	$52,000.00
9	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install turf block parking, and associated joints and finishes as shown on the plans.	2600	SF	$15.00	$39,000.00
10	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install parking stripping and finishes as shown on the plans.	1	LS	$6,500.00	$6,500.00
11	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install concrete sidewalks, and associated joints and finishes as shown on the plans.	900	SF	$10.00	$9,000.00
12	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install domestic cold water piping systems, including trenching and excavation, service piping, distribution lines, fittings, isolation valves, tracer wire, sleeves, supports, connections, back flow prevention, testing, and final terminations serving the splash pad and restroom facilities. The scope includes installation of six (6) parallel supply lines for the splash pad over the indicated linear.	310	LF	$50.00	$15,500.00
13	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install all underground sanitary sewer, waste, and vent piping, including trenching, bedding, pipe, fittings, cleanouts, vents, blockouts, and backfill for the prefabricated restroom building.	150	LF	$80.65	$12,097.50

14	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install all underground sanitary and vent piping, including trenching, bedding, pipe, fittings, cleanouts, vents, blockouts, and backfill for the splash pad recirculation system.	160	LF	$80.65	$12,904.00
15	Contractor shall provide all materials, labor, tools, equipment, and incidentals to excavate, prepare, proof-roll, moisture condition, and compact subgrade beneath slabs, pads, and footings.	1	LS	$15,000.00	$15,000.00
16	Contractor shall provide all materials, labor, tools, equipment, and incidentals to construct reinforced concrete foundations, stub ups coordinatoin and isntallation, and anchorage for the prefabricated restroom building.	260	SF	$57.69	$14,999.40
17	Contractor shall provide all materials, labor, tools, equipment, and incidentals to construct reinforced concrete foundations for the pavilion structure.	250	SF	$100.00	$25,000.00
18	Contractor shall provide all materials, labor, tools, equipment, and incidentals to construct splash pad structural slab, thickened edges,and utility blockouts.	320	SF	$93.75	$30,000.00
19	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install the splash pad polyaspartic surface coating system, including surface preparation, application, curing, and finishing, in the design pattern and color scheme selected by the City.	320	SF	$187.50	$60,000.00
20	Contractor shall provide all materials, labor, tools, equipment, and incidentals to install sleeves, embeds, drains, blockouts, and excavation/foundations required for splash pad plumbing and splash pad Vak Pak, reservoir tank equipment installation.	1	LS	$20,000.00	$20,000.00
21	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install a 10-inch thick compacted gravel bed at the splash pad pump yard.	400	SF	$37.50	$15,000.00
22	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install a chain-link fence enclosure around the splash pad pump yard, including posts, rails, fabric, tension wire, gates, hardware, concrete footings, and coordination with equipment clearances.	85	LF	$117.65	$10,000.25
23	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install above ground and underground electrical conduit, including trenching, excavation, bedding, sweeps, warning tape, backfill, compaction, sleeves, and restoration of disturbed areas for electrical distribution to the splash pad and prefabricated restroom building.	1	LS	$40,000.00	$40,000.00
24	Contractor shall provide all materials, labor, tools, equipment, and incidentals to perform final grading, surface restoration, and cleanup of all disturbed areas.	1	LS	$7,500.00	$7,500.00
25	Permit fee allowance to reimburse the contractor for any permit by the City. Each bidder shall palce the amount of $3,000 in this line item for city calculation purposes.	1	AL	$3,000.00	$3,000.00
Total Base Bid					**$626,591.15**

Bidder's Name: SoCal Shaker Plates & Construction Sire Services LLC dba National General Construction

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?	✓	
Did you complete, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?	DemandStar	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID Maverick Cissell, Manager Member 02/11/26

BID FORMS

PROPOSAL TO
THE CITY OF FORT PIERCE FOR
BID NO. 2026-022
CDBG COACH FENN PARK IMPROVEMENTS

NAME OF BIDDER: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

MAILING ADDRESS: 643 US Hwy 1, Unit 13094, N Palm Beach, FL 33408

STREET ADDRESS: 648 Riverside Rd, North Palm Beach, FL 33408 (Zip Code)

PHONE NUMBER: 951-813-8541

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 01	Dated 01/27/2026	No. _____	Dated _____
No. 02	Dated 02/03/2026	No. _____	Dated _____
No. 03	Dated 02/11/2026	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and
2. The following list includes all subcontractors who will perform Work, and
3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and
4. 40% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
N/A		

BID FORMS

Notice of Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS 10% Bidders Bond
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

BID FORMS

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction
(Type or Print)

By: _____

Name: Maverick Cissell

Title: Manager Member

Dated: 02/11/2026, ~~2024~~

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Maverick Cissell

Title: Manager Member

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

FL CGC 1533402 expires 08/31/2026

END OF SECTION

EXHIBIT "E"
SECTION 002

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction, as Principal, and Great Midwest Insurance Company, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent of Bid Amount Dollars ($10% of Bid Amount), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated Februry 11 2026, for the Bid 2026-022 CDGB Coach Fenn Park Improvement Project

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 9th day of February, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

SoCal Shaker Plates & Construction Site Services, LLC
dba National General Construction

By: _____
(Signature)

Name: Maverick Cissell

Title: Manager Member

ATTEST (if corporation)

By: Nikki Smith
(Signature)

Name: Nikki Smith

Title: Witness
(Corporate Seal)

SURETY

GREAT MIDWEST INSURANCE COMPANY

By: _____
(Signature)

Name: KEVIN VEGA

Title: ATTORNEY-in-FACT

(Surety Seal)

BID FORMS

BID FORMS

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety GREAT MIDWEST INSURANCE COMPANY

Mailing Address 800 GESSNER #600 HOUSTON, TX 77024

Street Address _____

Name and Mailing and Street _____

Address of Agent or 534 E. BADILLO ST. COVINA, CA 91723

Representative in Florida _____

(if different than above) _____

_____

_____

_____

Telephone Number of Surety 626-859-1000

and Agent or Representative _____

in Florida _____

END OF SECTION

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Philip E. Vega, Kevin Vega, Britton Christiansen

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 9th Day of February 2026.

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

} ss.

County of LOS ANGELES }

On February 9th, 2026 before me, Philip Vega, Notary Public

Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490869
My Comm. Expires May 31, 2028

Signature:

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Individual
☐ Corporate Officer Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Right Thumbprint of Signer
Top of thumb here

Signer is Representing:

Signer's Name:
☐ Individual
☐ Corporate Officer Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Right Thumbprint of Signer
Top of thumb here

Signer is Representing:

BID FORMS

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

2. Permanent Main Office address. 648 Riverside Rd, North Palm Beach, FL 33408

3. When organized? August 2021

4. If a corporation, where incorporated? Florida LLC

5. How many years have you been engaged in construction under this present firm or trade name? Four Years Six Months

* 6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) * See Attached

7. General character of work performed by you. General Contractor

8 Have you ever failed to complete any work awarded to you? If so, where and why? NO

9. Have you ever defaulted on a contract? If so, where and why? NO

* 10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.

* 11. List your major equipment available for this contract.

* 12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)

* 13. Background and experience of the principal members of your company, including the officers.

14. Give bank reference. Chase Bank 3030 SW Martin Downs Blvd Palm City FL 34990 Mary Soucie 772-403-6143

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Yes, upon request

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie

6. CURRENT PROJECTS

	1	2	3
STATUS	In Progress	In Progress	Delayed by County
PROJECT	Preserve Trail at the Port	OL Peacock Sr Park	White City Park Shoreline
OWNER	City of Port St Lucie	City of Port St Lucie	St Lucie County
CONTACT	Zak Sherman	Zak Sherman	Daniel Finz
PHONE	772-871-5083	772-871-5083	772-275-8999
TITLE	Project Manager	Project Manager	Project Manager
ARCHITECT	Culpepper & Terpening	Captec Engineering	Dredging & Marine Consultants
AMOUNT	$971,531.00	$ 1,973,971.59	$287,573.00
% DONE	90%	20%	0%
DATE COMPLETE	March 2026	Sept 2026	TBD

10. COMPLETED PROJECTS

	1	2	3	4	5	6	
PROJECT	Treasure Coast Airport	Ballfield Renovations	Indrio Savannah Wet Pond	Fairwinds Golf Course Cart Barn	Swale & Excavation & Improve	Lake Shore Tennis Court Removal	Metal Building Sitework
OWNER	St Lucie County	St Lucie County	St Lucie County	St Lucie County	City of Miramar	City of Miramar	City of Pembroke Pines
CONTACT	Ann Mullen	Brandon Clark	William Cor...	Mark Camm...	Horace Derricks	Adriel Brown	Jim Mulvaney
PHONE	772-462-2350	772-924-5703	772-462-2841	772-462-2707	305-724-4673	ajbrown@miramarfl.gov	954-450-1060 954-445-9613
TITLE	Airport / Project Manager	Project Manager	Project Manager	Fairwinds GM / Project Manager	Project Manager	Parks & Recreation	Project Manager
ARCHITECT	C&S Engineers	County Engineering Dept	Kimley Horn	County Engineering Dept	City Dept	N/A	Calvin Giordano & Assoc
AMOUNT	$ 1,273,424.65	$240,152.00	$802,998.00	$448,801.00	$72,900.00	$16,000.00	$723,000.00
DATE COMPLETED	January 2026	July 2025	June 2025	June 2025	September 2024	June 2024	March 2024
% DONE IN HOUSE	20%	90%	75%	50%	95%	100%	70%

in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Yes, upon request

11. Equipment - Skidsteer, Dozer, Loader, Dumptruck, Excavator

12. Similar Experience - see also the attachment for line items 6 & 10.
Those contracts all span the necessary experience including grading, excavation, paving, water, sewer, electric, landscaping, concrete pads, pre-fab structures and erosion control and work in park environments.

13. Backgrounds -

Maverick Cissell, Manager Member
19 years construction experience; commercial, residential, public works; superintendent

Jay A Zuppardo, Superintendent
49 years constuction experience; commercial, residential, public works; superintendent

Jay Z Zuppardo, Superintendent
17 years construction experience; commercial, residential, public works; superintendent

BID FORMS

Dated at 10:00 am this 11 day of February, 2026.

Contractor:

SoCal Shaker Plates & Construction Site Services, LLC
dba National General Construction

By _____

Maverick Cissell, Manager Member
(Name & Title)

County of Palm Beach
State of Florida

Maverick Cissell, being duly sworn, deposes and says that he is Manager Member of SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 11 day of February, 2026.

Nikki Smith _____
Notary Public

My Commission Expires:

December 10, 2027 (Seal)

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Palm Beach

Maverick Cissell, being first duly sworn, deposes and says:

That he/she is Manager Member
(a partner or officer of the firm of, etc.)

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

SoCal Shaker Plates & Construction Site Services, LLC
dba National General Construction
(Firm Name)

By: Maverick Cissell

Title: Manager Member

Subscribed and sworn to before me this 11
day of February, 2026

Nikki Smith
Notary Public

My Commission expires: (Seal)

December 10, 2027

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

END OF SECTION

BID FORMS

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2026-022 for **CDBG Coach Fenn Park Improvements**

2. This sworn statement is submitted by SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction (name of entity submitting sworn statement) whose business address is 648 Riverside Rd, North Palm Beach, FL 33408 and (if applicable) its Federal Employer Identification Number (FEIN) is 85-4013411 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Maverick Cissell (please print name of individual signing) my relationship to the entity named above is Manager Member.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

BID FORMS

Signature: _____

Date: 02/11/2026

STATE OF Florida

COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Maverick Cissell who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 11 day of February, 2026.

NOTARY PUBLIC SEAL: Nikki Smith

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

My commission expires: December 10, 2027

END OF SECTION

BID FORMS

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE: February 11 , 2026

Official Address
(Including Zip Code):

648 Riverside Rd, North Palm Beach, FL 33408

By: Maverick Cissell

Manager Member
(Title)

END OF SECTION

BID FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2026-022

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Zero Dollars
(Written)

$0.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction
(Company-Contractor)
By: _____
(President's Signature)
Maverick Cissell Manager Member
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Palm Beach County, Florida on the 11 day of February, 2026.

Notary Public: Nikki Smith (affix seal) My Commission Expires: December 10, 2027

Nikki Smith

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

END OF SECTION

BID FORMS

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

Proposer's Signature

02/11/2026
Date

END OF SECTION

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: CDBG COACH FENN PARK IMPROVEMENTS

BID NO. 2026-022

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
N/A			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2026-022

PROJECT TITLE: CDBG COACH FENN PARK IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Corporate Title: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Address: 648 Riverside Rd, North Palm Beach, FL 33408

(Zip Code)

By: Maverick Cissell — Manager Member
(Print name) (Print title)

(Authorized Signature)

Telephone: (951) 813-8541

Fax: ( )

State License # CGC 1533402 **(ATTACH COPY)**

County License # **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License:

Unlimited (yes/no)

If "NO", Limited to what trade?

END OF SECTION

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CISSELL, MAVERICK

SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC
27475 YNEZ RD
#389
TEMECULA CA 92591

LICENSE NUMBER: CGC1533402

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/02/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

LIST OF REFERENCES
FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: CDBG COACH FENN PARK IMPROVMENTS
BID NO. 2026-022

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
St Lucie County	Treasure Coast Airport Parking Lot	Ann Mullen	772-462-2350
St Lucie County / Fairwinds Golf Course	Fairwinds Golf Course Cart Storage Building	Mark Cammarene	772-462-2707
St Lucie County	Indrio Savannah Wet Pond	William Cornelius	772-462-2841
St Lucie County	Ballfield Renovations	Brandon Clark	772-924-5703
City Port St Lucie	Preserve Trail at the Port	Zak Sherman	772-871-5083
City Port St Lucie	OL Peacock Sr Park	Zak Sherman	772-871-5083

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: **CDBG COACH FENN PARK IMPROVEMENTS**

Bid No.: 2026-022

Project Description: **Installation of utilities, construction of park improvements and parking lot with stormwater facilities, pavilion construction, and installation of a fully operation ADA compliant splash pad.**

Vendor/Consultant acknowledges and agrees to the following:

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

Company/Firm: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Authorized Signature: _____

Title: Manager Member

Date: 02/11/2026

END OF SECTION

January 27, 2026

CITY OF FORT PIERCE

CDBG COACH FENN PARK IMPROVEMENT PROJECT

BID NO. 2026-022

ADDENDUM NO. 1

This Addendum is issued to formally include certain exhibits that were referenced within the bid documents but were inadvertently not attached at the time of initial advertisement.

ADDITION OF EXHIBITS

Accordingly, the following exhibits are hereby attached and incorporated into the Bid Document:

- **Exhibit H: CXT, Inc. – Prefab Restroom Reference Drawings**
- **Exhibit I: RCP Shelters Pavilion Preliminary Drawings and Quote (2 Attachments)**
- **Exhibit J: Rain Drop Splashpad Quote and Drawings**

These exhibits are now officially part of the solicitation and shall be considered in the preparation and submission of all bids.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Maverick Cissell Manager Member
Typed or Printed

Company Name: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Address: 648 Riverside Rd, North Palm Beach, FL 33408

Date: 02/11/2026

/mw

Attachments: See the PDF documents for Exhibits H,I, and J.

February 3, 2026

CITY FORT PIERCE

CDBG COACH FENN PARK IMPROVEMENT PROJECT

RFP NO. 2026-022

ADDENDUM NO. 2

The purpose of this addendum is to provide the Specific Purpose Survey and revisions to the Drawing Index for this project. Please see the attached Drawing Index, which reflects revisions made by our Engineer.

1. **G-001** – Revises Exhibit C Cover SS to update the Drawing Index.
2. **S-101** – Revises Exhibit C Structural SS.
3. **S-102** – New drawing added.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Maverick Cissell Manager Member
Typed or Printed

Company Name: SoCal SHaker Plates & Construction Site Services LLC dba National General Construction

Address: 648 Riverside Rd North Palm Beach FL 33408

Date: 02/11/2026

/lh

Attachments: Specific Purpose Survey
Revised Drawing Index.

February 11, 2026

CITY OF FORT PIERCE

CDBG COACH FENN PARK IMPROVEMENT PROJECT

BID NO. 2026-022

ADDENDUM NO. 3

It has come to the City's attention that certain documents necessary for interested bidders to prepare a complete and responsive submission were not made available on all required platforms at the time of advertisement.

Specifically:

- The **Bid Response Form** excel worksheet was inadvertently omitted from the solicitation package.
- The **Civil Drawings** were posted on the City's website but were not uploaded to DemandStar.

To ensure fairness, transparency, and equal access to information for all prospective bidders, the City is issuing this Addendum to provide the missing documents and extend the bid due date.

The documents are attached and made part of the solicitation.

The bid due date is extended has been extended to:

Friday, February 13, 2026; 3PM

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Maverick Cissell
Typed or Printed

Company Name: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Address: 648 Riverside Rd, North Palm Beach, FL 33408

Date: 02/12/2026

/gc

Attachments: Bid Response Form
Ex. C – Drawings – Coach Fenn Park – Civic SS

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

SoCal Shaker Plates & Construction Site Services LLC

2 Business name/disregarded entity name, if different from above.

National General Construction

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

643 US Hwy 1 Unit 13094

6 City, state, and ZIP code

North Palm Beach FL 33408

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	5	–	4	0	1	3	4	1	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** [signature] **Date** 2025/11/02

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

THE VILLAGE OF NORTH PALM BEACH

2025-2026 BUSINESS TAX RECEIPTS

701 US HIGHWAY 1 SUITE 100
NORTH PALM BEACH, FL 33408
561-841-3365

SoCal Shaker Plates & Construction Site Services LLC
643 US Hwy 1 Unit 13094
North Palm Beach, FL 33408

NO: 310705
CUSTOMER ID NO: BTR-2025-73

(951) 813-8541

DATE: 10/29/2025

Address: 648 Riverside Rd
North Palm Beach, FL 33408

Activity: Home Based Business / Personal Service
Services - Miscellaneous personal service NEC
SoCal Shaker Plates & Construction Site Services LLC

Issued to: SoCal Shaker Plates & Construction Site Services LLC
648 Riverside Rd
North Palm Beach, FL 33408

MUST BE POSTED CONSPICUOUSLY AT THE PLACE OF BUSINESS

PAID - EXPIRES SEPTEMBER 30, 2026 **LATE FEES APPLY OCTOBER 1, 2026 (RENEWAL NOTICE MAILING NOT REQUIRED)**

PLEASE NOTIFY THE VILLAGE BUILDING DEPARTMENT IF THE BUSINESS RELOCATES OR CLOSES

Detail by Entity Name

Florida Limited Liability Company
SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC

Filing Information

Document Number	L22000084227
FEI/EIN Number	85-4013411
Date Filed	02/14/2022
Effective Date	08/27/2021
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	02/14/2022
Event Effective Date	NONE

Principal Address

648 Riverside Rd
North Palm Beach, FL 33408

Changed: 09/30/2025

Mailing Address

643 US Highway 1 #13094
North Palm Beach, CA 33408

Changed: 02/11/2025

Registered Agent Name & Address

ALPER TRUSTEES, LLC
255 PRIMERA BLVD STE 160
LAKE MARY, FL 32764

Authorized Person(s) Detail

Name & Address

Title MGR

CISSELL, MAVERICK
648 Riverside Rd
North Palm Beach, FL 33408

Annual Reports

Report Year	Filed Date
2024	02/20/2024
2025	01/10/2025
2025	09/30/2025

Document Images

09/30/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2025 -- ANNUAL REPORT	View image in PDF format
02/20/2024 -- ANNUAL REPORT	View image in PDF format
02/28/2023 -- ANNUAL REPORT	View image in PDF format
02/14/2022 -- Florida Limited Liability	View image in PDF format

Previous on List | Next on List | Return to List

Filing History

Fictitious Name Search
Submit

Fictitious Name Detail

Fictitious Name

NATIONAL GENERAL CONSTRUCTION

Filing Information

Registration Number	G23000120601
Status	ACTIVE
Filed Date	09/28/2023
Expiration Date	12/31/2028
Current Owners	1
County	MULTIPLE
Total Pages	4
Events Filed	3
FEI/EIN Number	85-4013411

Mailing Address

643 US HIGHWAY 1
#13094
NORTH PALM BEACH, FL 33408

Owner Information

SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC
648 RIVERSIDE RD
NORTH PALM BEACH, FL 33408
FEI/EIN Number: 85-4013411
Document Number: L22000084227

Document Images

09/28/2023 -- Fictitious Name Filing — View image in PDF format

09/26/2025 -- CHANGE NAME/ADDRESS — View image in PDF format

03/14/2025 -- CHANGE NAME/ADDRESS — View image in PDF format

03/13/2025 -- CHANGE NAME/ADDRESS — View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Caracciolo Insurance Services, Inc. Dba Insurance Allstars Agency 43950 Margarita Road Suite C Temecula CA 92592	**CONTACT NAME:** Anthony Caracciolo **PHONE (A/C, No, Ext):** (951) 397-4010 **FAX (A/C, No):** (951) 742-4643 **E-MAIL ADDRESS:** Anthony@insallstars.com
INSURED So Cal Shaker Plates and construction site services LLC DBA: National SWPPP Services 643 US Hwy 1 Unit 13094 Palm Beach FL 33408	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** PartnerRE INS SOL BERMUDA, LTD — AA-3191504 **INSURER B :** WESCO INS CO — 25011 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	VCP2026012-01	1/19/2026	1/19/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	VCX2026007-01	1/19/2026	1/19/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WES3805800	09/10/2025	09/10/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Pollution	X	X	VCP2026012-01	1/19/2026	1/19/2027	Occurence Aggregate Deductible	$1,000,000 $2,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony Caracciolo

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acentria Insurance - Sunrise
1607 NW 136th Ave Suite B-200
Sunrise FL 33323
License#: L100460

CONTACT NAME:
PHONE (A/C, No, Ext): 954-735-5500 FAX (A/C, No): 954-735-2852
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GEICO Marine Insurance Company	37923
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SO CAL SHAKER PLATES AND CONSTRUCTION SITE SERVICES
643 US Highway 1
Unit 13094
North Palm Beach FL 33408
SOCALS0001

COVERAGES **CERTIFICATE NUMBER:** 453214447 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY	Y		9300227302	10/21/2025	10/21/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City of Port St. Lucie – Contract #20250180 – O.L. Peacock, Sr., Park
City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents are included as Additional Insureds as respects General Liability when required in a written contract.

CERTIFICATE HOLDER

City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2026-022**
Pre-Bid Conference: **11:00AM, THURSDAY, JANUARY 29, 2026**	**Bid Title: CDBG COACH FENN PARK IMPROVEMENT PROJECT**
Mandatory Site-Visit Location: **COACH FENN PARK** **NORTH 23RD STREET AND AVENUE K** **FORT PIERCE, FL 34947**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: **3:00 PM, WEDNESDAY, FEBRUARY 11, 2026**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Blue CS Construction LLc **Mailing Address:** 4608 SW Caisson St,	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ **Authorized Signature (Manual)**
City, State, Zip Code: Port St. Lucie, FL 34953	**Typed or Printed Name:** Dariana Alarcon
Type of Entity (Select one): **Corporation** X **Partnership** _____ **Proprietorship** _____	**Title:** President
Incorporated in the State of: FL **Year:** 2020	**Delivery in** 120 **days, After Receipt Order**
Phone Number: (678) 761 3790	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 84-4689509
E-Mail Address: Info@bluecsconstruction.com	**Local Business:** X **Y** ___ **N** **MWBE:** ___ **Y** X **N**
Bid Security is attached, when required, in the amount of $ $747,600.00 **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Blue CS Construction LLC

Business name, if different from above
Pro Construction Solutions LLC

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4608 SW Caisson St.

Requester's name and address (optional)

City, state, and ZIP code
Port St. Lucie, FL 34953

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

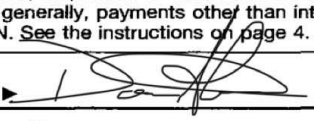
Employer identification number
84 4689509

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ►  **Date** ► 02/10/2026

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?	X	
Did you include proof of proper insurance as stated in the bid documents?	X	
Is Bid Response Form completed, signed and attached?	X	
Did you complete, signed and attached the W-9 Form?	X	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	X	
Include proof of proper licensing as stated in bid documents.	X	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?		
Is each Bid Addendum (when issued) signed and included?		

PLEASE SIGN AND RETURN WITH BID _____

BID FORMS

PROPOSAL TO
THE CITY OF FORT PIERCE FOR
BID NO. 2026-022
CDBG COACH FENN PARK IMPROVEMENTS

NAME OF BIDDER: Blue CS Construction LLC

MAILING ADDRESS: 4608 SW Caisson St. Port St. Lucie FL 34953

STREET ADDRESS: 4608 SW Caisson St. Port St. Lucie FL 34953 (Zip Code)

PHONE NUMBER: (678) 761-3790

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 1	Dated 01/27/2026	No. _____	Dated _____
No. 2	Dated 02/03/2026	No. _____	Dated _____
No. 3	Dated 02/11/2026	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

BID FORMS

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 40% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
Electrical	Flex Electric Inc- Florida	1860 SW Fountainview Blvd, Port St. Lucie FL
Plumbing	ACS Rooter One	5400 Orange Ave, Fort Pierce, FL 34947

BID FORMS

Notice of Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS Bidders bond
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.

2. Bid Bond with Power of Attorney attached.

3. Affidavit of Non-Collusion.

4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

BID FORMS

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: Blue CS Construction LLC
(Type or Print)

By: _____

Name: Dariana Alarcon

Title: President

Dated: 02/10/2026, 2024

(Corporate Seal)

Attest
If Corporation

By: N/A
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

Florida - CGC1535816 - 08/31/2026 - Certified General Contractor License

END OF SECTION

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Blue CS Construction LLC _____, as Principal, and _____ Endurance American Insurance Company _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent (10%) of the amount bid _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated 11-February 2026, for the _____

Bid No: 2026-022
Bid Title: CDBG COACH FENN PARK IMPROVEMENT PROJECT

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this day of 10 February, 2026, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

Blue CS Construction LLC

By: _____
(Signature)

Name: Dariana Alarcon

Title: President

ATTEST (if corporation)

(Signature)

Name: _____

Title: _____

(Corporate Seal)

SURETY

Endurance American Insurance Company

By: Gary J. Eastman
(Signature)

Name: Gary East

Title: Attorney In Fact

(Surety Seal)

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

14574

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Gary Eastman** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By:
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By:
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by the by-laws of each Company.

By:

– My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10 day of Februar, 20 26

By: Daniel S. Lude, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

BID FORMS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof, **to furnish labor and construction materials for the CDBG Park Improvements identified in Bid No. 2026-022.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and

Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise, it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)
counterparts, each of which shall be deemed an original, this ____ day of _____, 2024.

ATTEST: _____
Principal

_____ By _____

BID FORMS

(Principal) Secretary

Name _____ Name _____

(Type) (Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal _____

_____
Witness as to Principal

ATTEST: _____
Surety

_____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____

(Type) (Type)

_____
(Corporate Seal) (Address)

_____ _____
Witness as to Surety

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of _____, 2026, **(**Date to be filled in by Owner) a copy of which is hereto attached and made a part hereof, **to furnish CDBG Coach Fenn Park Improvements, Bid No. 2026-022.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____(Number) counterparts, each of which shall be deemed an original, this _____day of _____, 2024.

ATTEST:

_____
(Principal) Secretary

_____
Principal

By _____

BID FORMS

Name _____ Name _____

(Type) (Type)

Title _____

(Corporate Seal)

_____

(Address)

_____ _____

Witness as to Principal

_____

Witness as to Principal

ATTEST: _____

Surety

_____ By _____

(Surety) Secretary Attorney-in-Fact

Name _____ Name _____

(Type) (Type)

_____

(Corporate Seal) (Address)

_____ _____

Witness as to Surety

_____

Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

1. Name of Bidder.
Blue CS Construction LLC

2. Permanent Main Office address.
4608 SW Caisson St, Port St. Lucie, FL 34953

3. When organized?
2020

4. If a corporation, where incorporated?
Florida

5. How many years have you been engaged in construction under this present firm or trade name?
5 ½ years

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)
-Washington County Hunters Park - $46,000.00 - Completion on 02/13/2026

7. General character of work performed by you.
-General contracting services including site work, concrete, masonry, carpentry, building renovations, and new construction for municipal and commercial projects.

8. Have you ever failed to complete any work awarded to you? If so, where and why?
No

9. Have you ever defaulted on a contract? If so, where and why?
No

10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.
- Shangri La Park - $411,000.00 - Completion on 02/2026
Hunter Potts (850) 317-5357
- Hurricane Michael Recovery - $330,000.00 - Completed on 06/2025
Hunter Potts (850) 317-5357
- Volusia County Historical Courthouse - $333,502.00 - Completed on 09/01/2025
Jose Alvarez (386) 212-7272

11. List your major equipment available for this contract.

- Bobcat Mini Excavator
- 60 FT Telehandler
- JCB 3CX15 Super Backhoe-loader

12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)

- **Project Name:** Shangri La Park - 5461 Blue Springs Rd Marianna, FL 32446
Scope: 52,000 sq ft of Land Clearing and Excavation, Concrete Sidewalk/Handicap Space, Asphalt Parking Lot, 40x60 Timber Pavilion Construction, Electrical/Plumbing and Drainage Swale installation and 6,500 sq ft Sod install.

- **Project Name:** Hurricane Michael Building Repairs
Scope: Managed restoration of three commercial properties, including full roof replacements and comprehensive interior and exterior painting for a national bank branch, a beauty salon, and a local grocery store. Scope included removal and installation of modified bitumen roofing systems for the bank and beauty salon, installation of a standing seam metal roof for the grocery store, and complete interior and exterior paint work across all buildings. Oversaw all phases of construction from planning and mobilization to final inspections, ensuring compliance with building codes, manufacturer specifications, and warranty requirements. Coordinated subcontractors, minimized business disruption, and delivered each project on time and within budget.

13. Background and experience of the principal members of your company, including the officers.

Dariana Alarcon - President
Ricardo Cerna - Member/Manager
Liz Castillo - Safety Officer/ Operations Manager
Daniel Alarcon - Project Manager

14. Give bank reference.

Bank: JP Morgan Chase
Branch: Port St. Lucie, FL
PH: (772) 785-7792

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.

02-11-2026

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie EXHIBIT "E" SECTION 010 BID FORMS 18 E-Submission Forms Bid No 2026-022 in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

02-11-2026

BID FORMS

Dated at Gwinnett this 10th day of February, 2026.

Contractor:

Blue CS Construction LLC

By Dariana Alarcon

President

(Name & Title)

County of Gwinnett
State of Georgia

Dariana Alarcon, being duly sworn, deposes and says that he is Owner of Blue CS Construction LLC, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 10th day of February, 2026.

Notary Public

My Commission Expires:

03/13/2026 (Seal)

KELLY LOPEZ
Notary Public, Georgia
Gwinnett County
My Commission Expires
March 13, 2026

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Georgia

COUNTY OF Gwinnett

Dariana Alarcon, being first duly sworn, deposes and says:

That he/she is A Owner
(a partner or officer of the firm of, etc.)

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

Blue CS Construction LLC
(Firm Name)

By: _____

Title: President

Subscribed and sworn to before me this 10th
day of February, 2026

_____
Notary Public

My Commission expires: (Seal)

03/13/2026

KELLY LOPEZ
Notary Public, Georgia
Gwinnett County
My Commission Expires
March 13, 2026

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2026-022 for **CDBG Coach Fenn Park Improvements**

2. This sworn statement is submitted by Blue CS Construction LLC
(name of entity submitting sworn statement)
whose business address is 4608 SW Caisson St, Port St. Lucie, FL 34953
and (if applicable) its Federal Employer Identification Number (FEIN) is 84-4689509
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Dariana Alarcon my relationship to the entity
(please print name of individual signing)
named above is Owner.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

BID FORMS

Signature:

Date: 02/10/2026

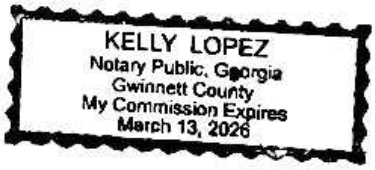
STATE OF Georgia

COUNTY OF Gwinnett

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Dariana Alarcon who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 10th day of February, 2026.

NOTARY PUBLIC SEAL:



My commission expires: 03/13/2026

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE: February 10th , 2026

Official Address
(Including Zip Code):

4608 SW Caisson St, Port St. Lucie, FL 34953

By: _____

President
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2026-022

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Five Thousand _____ Dollars
(Written)

$5,000.00 _____
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Blue CS Construction LLC _____
(Company-Contractor)
By: _____
(President's Signature)
Dariana Alarcon _____
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Gwinnett County, Florida on the 10th day of February, 2026.

Notary Public: _____ (affix seal) My Commission Expires: 03/13/2026

KELLY LOPEZ
Notary Public, Georgia
Gwinnett County
My Commission Expires
March 13, 2026

END OF SECTION

BID FORMS

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Bllue CS Construction LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

Proposer's Signature

02/10/2026
Date

END OF SECTION

SUBSTITUTION SHEET

FORT PIERCE, FLORIDA

PROJECT TITLE: CDBG COACH FENN PARK IMPROVEMENTS

BID NO. 2026-022

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2026-022

PROJECT TITLE: CDBG COACH FENN PARK IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Blue CS Construction LLC

Corporate Title: President

Address: 4608 SW Caisson St, Port St Lucie, FL 34953

(Zip Code)

By: Dariana Alarcon - President
(Print name) (Print title)

(Authorized Signature)

Telephone: ( ) 678) 761-3790

Fax: ( )

State License # CGC1535816 (**ATTACH COPY)**

County License # N/A State Certified (**ATTACH COPY**)

City License: (**ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: Certified General Contractor

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: CDBG COACH FENN PARK IMPROVMENTS

BID NO. 2026-022

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
Melvin Engineering Inc	Shangri La Park & Hurricane Michael	Hunter Potts	(850) 317-5357
St. Mary Medical Center	St. Mary Medical Center	Lin Nguyen	(561) 844-6300
County of Volusia	Volusia County Historical Courthouse	Jose Alvarez	(386) 248-1760
City of St. Augustine	Visitor Center Floor Replacement	Barbara Moore	(904) 808-2912

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: **CDBG COACH FENN PARK IMPROVEMENTS**

Bid No.: 2026-022

Project Description: **Installation of utilities, construction of park improvements and parking lot with stormwater facilities, pavilion construction, and installation of a fully operation ADA compliant splash pad.**

Vendor/Consultant acknowledges and agrees to the following:

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

Company/Firm: Blue CS Construction LLC

Authorized Signature: _____

Title: President

Date: 02/0/2026

END OF SECTION

BID NO. 2026-022
BID RESPOSNE FORM
CDBG COACH FENN PARK IMPROVEMENTS

Item		Quantity	Unit	Unit Price	Item Total
1	Mobilization, demo, ins, etc. not to exceed 5% of construction cost.	1	LS		$37,380.00
2	Maintenance of traffic (MOT), contractor shall furnish all materials	1	LS		$17,200.00
3	Contractor shall provide all materials, labor, tools, equipment and all incidentals to complete all clearing, grubbing, root-taking and necessay clean up operations in connection with the construction of the work and its related site work	1	LS		$19,200.00
4	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install temporary and permanent erosion control measures including silt fence, inlet protection, and stabilization.	1	LS		$10,200.00
5	Contractor shall provide all materials, labor, tools, equipment, and incidentals to perform excavation, fill, compaction, fine grading, and subgrade preparation in accordance with the civil grading plans.	1	LS		$89,000.00
6	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install stormwater drainage features including retention areas, swales, trench drains, and related appurtenances shown on the drawings.	8600	SF		$114,810.00
7	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install aggregate base, leveling course, and compaction for hardscape areas.	7800	SF		$49,140.00
8	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install concrete parking, and associated joints and finishes as shown on the	5200	SF		$72,280.00
9	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install turf block parking, and associated joints and finishes as shown on the	2600	SF		$36,920.00
10	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install parking stripping and finishes as shown on the plans.	1	LS		$4,500.00
11	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install concrete sidewalks, and associated joints and finishes as shown on	900	SF		$10,800.00
12	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install domestic cold water piping systems, including trenching and excavation, service piping, distribution lines, fittings, isolation valves, tracer wire, sleeves, supports, connections, back flow prevention, testing, and final terminations serving the splash pad and restroom facilities. The scope includes installation of six (6) parallel supply lines for the splash pad over the indicated linear.	310	LF		$44,020.00
13	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install all underground sanitary sewer, waste, and vent piping, including trenching, bedding, pipe, fittings, cleanouts, vents, blockouts, and backfill for the prefabricated restroom	150	LF		$23,250.00
14	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install all underground sanitary and vent piping, including trenching, bedding, pipe, fittings, cleanouts, vents, blockouts, and backfill for the splash pad recirculation system.	160	LF		$25,280.00
15	Contractor shall provide all materials, labor, tools, equipment, and incidentals to excavate, prepare, proof-roll, moisture condition, and compact subgrade beneath slabs, pads, and footings.	1	LS		$13,500.00

16	Contractor shall provide all materials, labor, tools, equipment, and incidentals to construct reinforced concrete foundations, stub ups coordinatoin and isntallation, and anchorage for the prefabricated restroom building.	260	SF		$20,020.00
17	Contractor shall provide all materials, labor, tools, equipment, and incidentals to construct reinforced concrete foundations for the pavilion structure.	250	SF		$16,250.00
18	Contractor shall provide all materials, labor, tools, equipment, and incidentals to construct splash pad structural slab, thickened edges,and utility blockouts.	320	SF		$17,920.00
19	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install the splash pad polyaspartic surface coating system, including surface preparation, application, curing, and finishing, in the design pattern and color scheme selected by the City.	320	SF		$14,400.00
20	Contractor shall provide all materials, labor, tools, equipment, and incidentals to install sleeves, embeds, drains, blockouts, and excavation/foundations required for splash pad plumbing and splash pad Vak Pak, reservoir tank equipment installation. (Blue CS Construction includes in this line item installation, coordination and startup support.	1	LS		$30,700.00
21	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install a 10-inch thick compacted gravel bed at the splash pad pump yard.	400	SF		$5,400.00
22	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install a chain-link fence enclosure around the splash pad pump yard, including posts, rails, fabric, tension wire, gates, hardware, concrete footings, and coordination with equipment clearances.	85	LF		$6,290.00
23	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install above ground and underground electrical conduit, including trenching, excavation, bedding, sweeps, warning tape, backfill, compaction, sleeves, and restoration of disturbed areas for electrical distribution to the splash pad and prefabricated restroom building.	1	LS		$58,830.00
24	Contractor shall provide all materials, labor, tools, equipment, and incidentals to perform final grading, surface restoration, and cleanup of all disturbed areas.	1	LS		$7,310.00
25	Permit fee allowance to reimburse the contractor for any permit by the City. Each bidder shall palce the amount of $3,000 in this line item for city calculation purposes.	1	AL	$3,000.00	$3,000.00
Total Base Bid					**$747,600.00**

Bidder's Name: Blue CS Construction LLC

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ALARCON, DARIANA ALEJANDRA

PROCONSTRUCTION SOLUTIONS LLC
2800 GEORGIA AVE
SUITE A4
WEST PALM BEACH FL 33405

LICENSE NUMBER: CGC1535816

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/17/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

536732

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
H and H INSURANCE PLANNING LLC
1800 Upland Road
West Palm Beach, FL 33409

CONTACT NAME: Jose Herrera
PHONE (A/C, No, Ext): (561) 246-3073 **FAX (A/C, No):** (561) 314-3398
E-MAIL ADDRESS: info@handhinsuranceplanning.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Third Cost Insurance Company	10713.
INSURER B:	
INSURER C:	
INSURER D: Accredited Surety And Casuality Compa	26379.
INSURER E:	
INSURER F:	

INSURED
BLUE CS CONSTRUCTION LLC
2800 GORGIA AVE
WEST PALM BEACH, FL 33405
TEL: 561-246-8245

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			GLSISTC011764726	2/6/2026	2/6/2027	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
/	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			1AUIFL160154534900	3/25/2025	3/25/2026	X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Construction services Excluding Roof Work.

CERTIFICATE HOLDER
City of Fort Pierce
Attn: Purchasing División
100 North U.S. #1
Fort Pierce, EL 34950

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jose Herrera

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Delivered By EzCOI.com

January 27, 2026

CITY OF FORT PIERCE

CDBG COACH FENN PARK IMPROVEMENT PROJECT

BID NO. 2026-022

ADDENDUM NO. 1

This Addendum is issued to formally include certain exhibits that were referenced within the bid documents but were inadvertently not attached at the time of initial advertisement.

ADDITION OF EXHIBITS

Accordingly, the following exhibits are hereby attached and incorporated into the Bid Document:

- **Exhibit H: CXT, Inc. – Prefab Restroom Reference Drawings**
- **Exhibit I: RCP Shelters Pavilion Preliminary Drawings and Quote (2 Attachments)**
- **Exhibit J: Rain Drop Splashpad Quote and Drawings**

These exhibits are now officially part of the solicitation and shall be considered in the preparation and submission of all bids.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Dariana Alarcon
Typed or Printed

Company Name: Blue CS Construction LLC

Address: 4608 SW Caisson St Lucie, FL 34953

Date: 02/12/2026

/mw

Attachments: See the PDF documents for Exhibits H,I, and J.

February 3, 2026

CITY FORT PIERCE

CDBG COACH FENN PARK IMPROVEMENT PROJECT

RFP NO. 2026-022

ADDENDUM NO. 2

The purpose of this addendum is to provide the Specific Purpose Survey and revisions to the Drawing Index for this project. Please see the attached Drawing Index, which reflects revisions made by our Engineer.

1. **G-001** – Revises Exhibit C Cover SS to update the Drawing Index.
2. **S-101** – Revises Exhibit C Structural SS.
3. **S-102** – New drawing added.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Dariana Alarcon
Typed or Printed

Company Name: Blue CS Construction LLC

Address: 4608 SW Caisson St, Port St Lucie, FL 34953

Date: 04/10/2026

/lh

Attachments: Specific Purpose Survey
Revised Drawing Index.

February 11, 2026

CITY OF FORT PIERCE

CDBG COACH FENN PARK IMPROVEMENT PROJECT

BID NO. 2026-022

ADDENDUM NO. 3

It has come to the City's attention that certain documents necessary for interested bidders to prepare a complete and responsive submission were not made available on all required platforms at the time of advertisement.

Specifically:

- The **Bid Response Form** excel worksheet was inadvertently omitted from the solicitation package.
- The **Civil Drawings** were posted on the City's website but were not uploaded to DemandStar.

To ensure fairness, transparency, and equal access to information for all prospective bidders, the City is issuing this Addendum to provide the missing documents and extend the bid due date.

The documents are attached and made part of the solicitation.

The bid due date is extended has been extended to:

Friday, February 13, 2026; 3PM

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Dariana Alarcon
Typed or Printed

Company Name: Blue CS Construction LLC

Address: 4608 SW Caisson St, Port St Lucie FL 34953

_____

Date: 02/13/2026

/gc

Attachments: Bid Response Form
Ex. C – Drawings – Coach Fenn Park – Civic SS

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2026-022**
Pre-Bid Conference: **11:00AM, THURSDAY, JANUARY 29, 2026**	**Bid Title: CDBG COACH FENN PARK IMPROVEMENT PROJECT**
Mandatory Site-Visit Location: **COACH FENN PARK** **NORTH 23RD STREET AND AVENUE K** **FORT PIERCE, FL 34947**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: **3:00 PM, WEDNESDAY, FEBRUARY 11, 2026**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Sunshine Land Design, Inc **Mailing Address:** 3291 SE Lionel Terrace	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X _____ **Authorized Signature (Manual)**
City, State, Zip Code: Stuart, FL 34997	**Typed or Printed Name:** Timothy Taylor
Type of Entity (Select one): **Corporation** x **Partnership** _____ **Proprietorship** _____	**Title:** President
Incorporated in the State of: Florida **Year:**	**Delivery in _____days, After Receipt Order**
Phone Number: 772-283-2648	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 59-2712892
E-Mail Address: Ttaylor@sunshinelanddsign.com	**Local Business:** _x_Y ___N **MWBE:** ___Y ___N
Bid Security is attached, when required, in the amount of $ Bid Bond 10%	**If returning as a "No Bid" state reason:**
F.O.B. DESTINATION	
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	x	
Did you include proof of proper insurance as stated in the bid documents?	x	
Is Bid Response Form completed, signed and attached?	x	
Did you complete, signed and attached the W-9 Form?	x	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	x	
Include proof of proper licensing as stated in bid documents.	x	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?	x	
Is each Bid Addendum (when issued) signed and included?	x	

PLEASE SIGN AND RETURN WITH BID Yuriy M Yarmola

BID NO. 2026-022
BID RESPOSNE FORM
CDBG COACH FENN PARK IMPROVEMENTS

Item		Quantity	Unit	Unit Price	Item Total
1	Mobilization, demo, ins, etc. not to exceed 5% of construction cost.	1	LS	$60,000.00	$60,000.00
2	Maintenance of traffic (MOT), contractor shall furnish all materials	1	LS	$10,000.00	$10,000.00
3	Contractor shall provide all materials, labor, tools, equipment and all incidentals to complete all clearing, grubbing, root-taking and necessay clean up operations in connection with the construction of the work and its related site work	1	LS	$160,000.00	$160,000.00
4	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install temporary and permanent erosion control measures including silt fence, inlet protection, and stabilization.	1	LS	$12,000.00	$12,000.00
5	Contractor shall provide all materials, labor, tools, equipment, and incidentals to perform excavation, fill, compaction, fine grading, and subgrade preparation in accordance with the civil grading plans.	1	LS	$130,000.00	$130,000.00
6	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install stormwater drainage features including retention areas, swales, trench drains, and related appurtenances shown on the drawings.	8600	SF	$6.00	$51,600.00
7	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install aggregate base, leveling course, and compaction for hardscape areas.	7800	SF	$7.00	$54,600.00
8	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install concrete parking, and associated joints and finishes as shown on the plans.	5200	SF	$15.00	$78,000.00
9	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install turf block parking, and associated joints and finishes as shown on the plans.	2600	SF	$12.50	$32,500.00
10	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install parking stripping and finishes as shown on the plans.	1	LS	$8,500.00	$8,500.00
11	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install concrete sidewalks, and associated joints and finishes as shown on the plans.	900	SF	$12.00	$10,800.00
12	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install domestic cold water piping systems, including trenching and excavation, service piping, distribution lines, fittings, isolation valves, tracer wire, sleeves, supports, connections, back flow prevention, testing, and final terminations serving the splash pad and restroom facilities. The scope includes installation of six (6) parallel supply lines for the splash pad over the indicated linear.	310	LF	$250.00	$77,500.00
13	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install all underground sanitary sewer, waste, and vent piping, including trenching, bedding, pipe, fittings, cleanouts, vents, blockouts, and backfill for the prefabricated restroom building.	150	LF	$450.00	$67,500.00

14	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install all underground sanitary and vent piping, including trenching, bedding, pipe, fittings, cleanouts, vents, blockouts, and backfill for the splash pad recirculation system.	160	LF	$450.00	$72,000.00
15	Contractor shall provide all materials, labor, tools, equipment, and incidentals to excavate, prepare, proof-roll, moisture condition, and compact subgrade beneath slabs, pads, and footings.	1	LS	$64,000.00	$64,000.00
16	Contractor shall provide all materials, labor, tools, equipment, and incidentals to construct reinforced concrete foundations, stub ups coordinatoin and isntallation, and anchorage for the prefabricated restroom building.	260	SF	$75.00	$19,500.00
17	Contractor shall provide all materials, labor, tools, equipment, and incidentals to construct reinforced concrete foundations for the pavilion structure.	250	SF	$350.00	$87,500.00
18	Contractor shall provide all materials, labor, tools, equipment, and incidentals to construct splash pad structural slab, thickened edges,and utility blockouts.	320	SF	$85.00	$27,200.00
19	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install the splash pad polyaspartic surface coating system, including surface preparation, application, curing, and finishing, in the design pattern and color scheme selected by the City.	320	SF	$85.00	$27,200.00
20	Contractor shall provide all materials, labor, tools, equipment, and incidentals to install sleeves, embeds, drains, blockouts, and excavation/foundations required for splash pad plumbing and splash pad Vak Pak, reservoir tank equipment installation.	1	LS	$45,000.00	$45,000.00
21	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install a 10-inch thick compacted gravel bed at the splash pad pump yard.	400	SF	$25.00	$10,000.00
22	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install a chain-link fence enclosure around the splash pad pump yard, including posts, rails, fabric, tension wire, gates, hardware, concrete footings, and coordination with equipment clearances.	85	LF	$280.00	$23,800.00
23	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install above ground and underground electrical conduit, including trenching, excavation, bedding, sweeps, warning tape, backfill, compaction, sleeves, and restoration of disturbed areas for electrical distribution to the splash pad and prefabricated restroom building.	1	LS	$55,000.00	$55,000.00
24	Contractor shall provide all materials, labor, tools, equipment, and incidentals to perform final grading, surface restoration, and cleanup of all disturbed areas.	1	LS	$120,000.00	$120,000.00
25	Permit fee allowance to reimburse the contractor for any permit by the City. Each bidder shall palce the amount of $3,000 in this line item for city calculation purposes.	1	AL	$3,000.00	$3,000.00
Total Base Bid					**$1,307,200.00**

Bidder's Name: Sunshine Land Design, Inc.

Timothy Taylor, President

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Sunshine Land Design, Inc. 3291 SE Lionel Terrace, Stuart, FL 34997, as Principal, and Berkley Insurance Company, 275 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent of Bid Amount Dollars ($ 10% of Bid Amount), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated February 13, 2026, for the Bid No.: 2026-022 CDBG Coach Fenn Park Improvement Project

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 11 day of February, 2026, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

Sunshine Land Design, Inc.

By: _____
(Signature)

Name: Timothy Taylor

Title: President

ATTEST (if corporation)

By: _____
(Signature)

Name: Brett Panaro

Title: Estimator
(Corporate Seal)

SURETY

Berkley Insurance Company

By: _____
(Signature)

Name: Annette Wisong

Title: Attorney in Fact

(Surety Seal)

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

BID FORMS

BID FORMS

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety Berkley Insurance Company

Mailing Address Greenwich, CT 06830

Street Address 475 Steamboat Road

Name and Mailing and Street Address of Agent or Representative in Florida (if different than above) Annette Wisong, USI Insurance Services
One Concourse Pkwy
Atlanta, GA 30328
Anett Cardinale
2502 N. Rocky Point Drive
Tampa, FL 33607

Telephone Number of Surety (203) 542-3800

and Agent or Representative in Florida USI Insurance Services
Tampa, FL

END OF SECTION

No. BI-7838x-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Annette Wisong; Joseph R. Williams; Sarah Hancock; Edward Mooney; Linda Adams Roberts; Tiffany Soto; Julie M. Karnes; or Haley D. Rhoads of USI Insurance Services, LLC of Atlanta, GA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings including bid related commitments such as Consent of Surety, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:
By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 11 day of February, 2026.

_____
Vincent P. Forte

BID FORMS

PROPOSAL TO THE CITY OF FORT PIERCE FOR BID NO. 2026-022 CDBG COACH FENN PARK IMPROVEMENTS

1111

NAME OF BIDDER: Sunshine Land Design, Inc

MAILING ADDRESS: 3291 SE Lionel Terrace, Stuart, FL 34997

STREET ADDRESS: 3291 SE Lionel Terrace, Stuart, FL 34997 (Zip Code)

PHONE NUMBER: 772-283-2648

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 1	Dated 1.27.2026	No. _____	Dated _____
No. 2	Dated 2.03.2026	No. _____	Dated _____
No. 3	Dated 2.11.2026	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

BID FORMS

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 40% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
Surveying	Haley Ward	7997 SW Jack James Dr, Stuart, FL 34997
Pavement Markings / Thermoplastic	Trinity Strping	11288 59th St n., West Palm BEach, Fl 33411

BID FORMS

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: Sunshine Land Design, Inc
(Type or Print)

By: _____

Name: Timothy Taylor

Title: President

Dated: 02.11.2026, ~~2024~~

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Brett Panaro

Title: Estimator

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

Florida, CGC1519137 & CUC1223792, 8/2026

END OF SECTION

BID FORMS

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder.

2. Permanent Main Office address.

3. When organized?

4. If a corporation, where incorporated?

5. How many years have you been engaged in construction under this present firm or trade name?

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by you.

8 Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.

11. List your major equipment available for this contract.
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)

13. Background and experience of the principal members of your company, including the officers.

14. Give bank reference.

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie

in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

BID FORMS

Dated at 8:00 AM this 13 day of February, 2026.

Contractor:

Sunshine Land Design, Inc.

By _____

Timothy Taylor, President
(Name & Title)

County of Martin
State of Florida

Timothy Taylor, being duly sworn, deposes and says that he is President of Sunshine Land Design, Inc., and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 13 day of February, 2026.

_____
Notary Public

My Commission Expires:

_____ (Seal)

CATHY BUSH
Commission # HH 464657
Expires February 1, 2028

END OF SECTION

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder.
Sunshine Land Design, Inc.
2. Permanent Main Office address.
3291 SE Lionel Terrace, Stuart, FL 34997
3. When organized?
7/1/1985
4. If a corporation, where incorporated?
Florida
5. How many years have you been engaged in construction under this present firm or trade name?
39 Years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

- Blind Creek Beach Improvements, $1,900,000.00, 3/1/2026
- Town of Sewalls Point Utility, $2,900,100.00, 6/15/2026
- Town of Sewalls Point Rio Vista, $723,721.00, 6/15/2026
- Rocky Point Neighborhood Restoration, $2,638,629.82, 11/1/2026

7. General character of work performed by you.
Earthwork, Underground utilities, HDD, Landscaping, Irrigation, Asphalt milling & paving, Concrete.
8 Have you ever failed to complete any work awarded to you? If so, where and why?
No
9. Have you ever defaulted on a contract? If so, where and why?
No
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contacts in company for which you provided work.

- 2025 - $600,000.00Fredrick Douglass Memorial Park – St. Lucie County, Thomas Boehl, 772-462-1946,
- 2026, $1,512,700.00- Becker Rd. Water & Sewer Improvements, City of Port St. Lucie, Tim Murphy, 772-274-4018
- 2026, $2,323,711.90, Walton Rd. Sidewalk Improvements, Jason Jones, 772-370-1330

11. List your major equipment available for this contract.
See Attached
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)
See previous experience outlined previously
13. Background and experience of the principal members of your company, including the officers.
Timothy Taylor, President – CGC1519137 & CUC1223792
Margaret Fenton, Vice President – CGC1518885
14. Give bank reference.
Will provide upon request or award of contract
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.
Yes, upon request
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Martin

Timothy Taylor, being first duly sworn, deposes and says:

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

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

Sunshine Land Design, Inc.
(Firm Name)

By: Timothy Taylor

Title: President

Subscribed and sworn to before me this 13
day of February, 2026

Notary Public

My Commission expires: (Seal)

CATHY BUSH
Commission # HH 464657
Expires February 1, 2028

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2026-022 for **CDBG Coach Fenn Park Improvements**

2. This sworn statement is submitted by Sunshine Land Design, Inc
(name of entity submitting sworn statement)
whose business address is 3291 SE Lionel Terrace, Stuart, FL 34997
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2712892
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Timothy Taylor my relationship to the entity
(please print name of individual signing)
named above is President.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

BID FORMS
Signature: _____

Date: 2.13.2026

STATE OF Florida

COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Timothy Taylor, President who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 13 day of February, 2026.

NOTARY PUBLIC SEAL: _____

My commission expires: _____

CATHY BUSH
Commission # HH 464657
Expires February 1, 2028

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE: February 11 , 2026

Official Address
(Including Zip Code):
3291 SE Lionel Terrace, Stuart, FL 34997

By: Timothy Taylor
President
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2026-022

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Three Thousand _____ Dollars
(Written)
$3,000.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Sunshine Land Design, Inc.
(Company-Contractor)
By: _____
(President's Signature)
Timothy Taylor, President
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Martin County, Florida on the 13 day of February, 2026.

Notary Public: _____ (affix seal) My Commission Expires: _____

CATHY BUSH
Commission # HH 464657
Expires February 1, 2028

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Sunshine Land Design, Inc does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

Proposer's Signature

February 11, 2026

Date

END OF SECTION

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: CDBG COACH FENN PARK IMPROVEMENTS

BID NO. 2026-022
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2026-022

PROJECT TITLE: CDBG COACH FENN PARK IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Sunshine Land Design, Inc

Corporate Title: President

Address: 3291 SE Lionel Terrace

Stuart, FL 34997
(Zip Code)

By: Timothy Taylor (Print name) President (Print title)

(Authorized Signature)

Telephone: (772) 283-2648

Fax: ( )

State License # CGC1519137 & CUC1223792 **(ATTACH COPY)**

County License # **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: CGC & CUC

Unlimited Yes (yes/no)

If "NO", Limited to what trade?

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: CDBG COACH FENN PARK IMPROVMENTS

BID NO. 2026-022

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
St. Lucie County	Fredrick Douglass Park	Thomas C. Boehl, CPSI	772-462-1946
Martin County	East Fork Creek	Keith J. Baker, P.E	772-463-2848
St. Lucie County	Walton Rd. Sidewalk	Jason Jones	772-370-1330
City of Port St. Lucie	Becker Road Water & Sewer Improvments	Tim Murphy	772-274-4018

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: **CDBG COACH FENN PARK IMPROVEMENTS**

Bid No.: 2026-022

Project Description: **Installation of utilities, construction of park improvements and parking lot with stormwater facilities, pavilion construction, and installation of a fully operation ADA compliant splash pad.**

Vendor/Consultant acknowledges and agrees to the following:

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

Company/Firm: Sunshine Land Design, Inc

Authorized Signature: [signature]

Title: President

Date: 02.11.2026

END OF SECTION

January 27, 2026

CITY OF FORT PIERCE

CDBG COACH FENN PARK IMPROVEMENT PROJECT

BID NO. 2026-022

ADDENDUM NO. 1

This Addendum is issued to formally include certain exhibits that were referenced within the bid documents but were inadvertently not attached at the time of initial advertisement.

ADDITION OF EXHIBITS
Accordingly, the following exhibits are hereby attached and incorporated into the Bid Document:

- **Exhibit H: CXT, Inc. – Prefab Restroom Reference Drawings**
- **Exhibit I: RCP Shelters Pavilion Preliminary Drawings and Quote (2 Attachments)**
- **Exhibit J: Rain Drop Splashpad Quote and Drawings**

These exhibits are now officially part of the solicitation and shall be considered in the preparation and submission of all bids.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Timothy Taylor
Typed or Printed

Company Name: Sunshine Land Design, Inc

Address: 3291 SE Lionel Terrace, Stuart, FL 34997

Date: 02.11.2026

/mw

Attachments: See the PDF documents for Exhibits H,I, and J.

February 3, 2026

CITY FORT PIERCE

CDBG COACH FENN PARK IMPROVEMENT PROJECT

RFP NO. 2026-022

ADDENDUM NO. 2

The purpose of this addendum is to provide the Specific Purpose Survey and revisions to the Drawing Index for this project. Please see the attached Drawing Index, which reflects revisions made by our Engineer.

1. **G-001** – Revises Exhibit C Cover SS to update the Drawing Index.
2. **S-101** – Revises Exhibit C Structural SS.
3. **S-102** – New drawing added.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Timothy Taylor
Typed or Printed

Company Name: Sunshine Land Design, Inc.

Address: 3291 SE Lionel Terrace, Stuart, FL 34997

Date: 2.13.2026

/lh

Attachments: Specific Purpose Survey
Revised Drawing Index.

February 11, 2026

CITY OF FORT PIERCE

CDBG COACH FENN PARK IMPROVEMENT PROJECT

BID NO. 2026-022

ADDENDUM NO. 3

It has come to the City's attention that certain documents necessary for interested bidders to prepare a complete and responsive submission were not made available on all required platforms at the time of advertisement.

Specifically:

- The **Bid Response Form** excel worksheet was inadvertently omitted from the solicitation package.
- The **Civil Drawings** were posted on the City's website but were not uploaded to DemandStar.

To ensure fairness, transparency, and equal access to information for all prospective bidders, the City is issuing this Addendum to provide the missing documents and extend the bid due date.

The documents are attached and made part of the solicitation.

The bid due date is extended has been extended to:

Friday, February 13, 2026; 3PM

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Timothy Taylor
Typed or Printed

Company Name: Sunshine Land Design, Inc.

Address: 3291 SE Lionel Terrace, Stuart, FL 34997

Date: 2.13.2026

/gc

Attachments: Bid Response Form
Ex. C – Drawings – Coach Fenn Park – Civic SS

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TAYLOR, TIMOTHY RICHARD

SUNSHINE LAND DESIGN, INC.
3291 SE LIONEL TERRACE
STUART FL 34997

LICENSE NUMBER: CGC1519137

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/31/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TAYLOR, TIMOTHY RICHARD

SUNSHINE LAND DESIGN, INC.
3291 SE LIONEL TERRACE
STUART FL 34997

LICENSE NUMBER: CUC1223792

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/31/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

MARTIN COUNTY BUSINESS TAX RECEIPT

2025 / 2026

EXPIRES: September 30, 2026 **Account #:**20085131200

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 3291 SE LIONEL TERR
Business Phone: (772)283-2648
NAICS Code: 236115
State License: CGC1518885, FENTON, MARGARET HELEN
Business Description:
BUILDING CONTRACTOR (CERTIFIED GENERAL CONTRACTC

Business Name SUNSHINE LAND DESIGN
Business DBA
Owner Name FENTON, MARGARET HELEN/QUAL
SUNSHINE LAND DESIGN
3291 SE LIONEL TERRACE
STUART, FL 34997

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date 08/13/2025
Receipt Number
BTR-24-00269777

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Ruth Pietruszewski · Martin County Tax Collector

Website: MartinTaxCollector.com
3485 SE Willoughby Blvd. Stuart, FL 34994
Phone: (772)288-5600

To renew your Business Tax Receipt, visit our payment menu at martintaxcollector.com.

Contact our office by email at btdept@martintax.us if any of the following changes occur with your business:

- Business Name
- Ownership
- Physical Location
- Mailing Address
- Closing your Business

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A $250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website https://martintaxcollector.com/local-business-tax/ for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.

equipment_no	description	make_model
334	2006 PB 357 DUMP TRUCK	
356	2001 PETE TRACTOR/TRAILER	
360	2005 HYDROSEEDER	
363	07 PETE DUMP BLACK	357
367	2014 Peterbilt Tractor	367 Tractor
368	VACTOR 2100 PLUS / 2018 KENWOR	VACTOR 2100
609	5700 SUPER BEE POWER CURBER	
615	CONCRETE PUMP SMALL	VIPER MIX AND PUMP 4.5 CF
617	ROVER/GPS/TRIMBLE	
618	LG CONC PUMP SCHWING	SP-88
626	STRIPING MACHINE	LINE LASER 3900
630	VERMEER MINI-SKID	S650TX MINI-SKID
650	Vermeer Directional Drill	D20X22
656	TK Concrete Mixer 9cf Honda8hp	TK / Honda 8HP
662	JOHN DEERE 310 COMBINATION	310SJ BACKHOE LOADER
818	VOLVO LOADER L90F	L90F
819	Bobcat Loader	
820	Case Loader 321F 2016	CASE/321F
821	KUBOTA TRACK LOADER SVL95	SVL95-2SHFC
822	HYUNDAI HL960 LG LOADER	HL960
823	Case Loader 321F 2017	321F
824	JOHN DEERE 544K-II LOADER	544K-11 4WD LOADER
825	Volvo L35GS Compact Wheel Load	VOLVO L35GS
826	Vermeer Skidsteer CTX100	CTX100
827	Case 321F Loader	CASE 321F
828	2022 Vermeer CTX100 Skidsteer	CTX100 SKID STEER
850	JD 6430 Tractor with Mower	JD 6430
851	JD 5093E Tractor	2013 JD 5093E
901	KOBELCO SK350	SK350
908	GRADALL JD XL3300	
910	MOTOR GRADER JD 672	672D
912	Pipe Camera	
918	Case CX80 Excavator	CASE/CX80
919	CASE CX80C MIDI EXCAVATOR	CASE CX80C
920	Case CX245D Excavator	CASE CX245D
921	Case compact Excavtor CX57C	CX57C
922	Doosan Mini-Excavator DX62-3	DOOSAN/ DX62-3
923	DoosanCmpactExcav.DX85R-3 US10	DX85R-3 US10
924	Doosan DX62-3	DX62-3 Compact Excavator
925	Doosan DX350LC-7 Crawler Excav	DOOSAN DX350LC
930	Roller-Bomag 120 AD	Bomag 120 AD
931	Rubbber Tire Blaw Knox	PTC15
933	open	
999	SPECIAL EQUIP CHNSAW LASOR ETC	
1004	KOMATSU D-39	D39PX-22
1202	TACK TRAILER	L250T
1203	BOMAG TANDEM ROLLER	BOMAG BW141AD-4
1204	Bomag BW151AD-5	BW151AD-5 stock#111146
1205	BLAW KNOX PAVER	PF-161B PAVER
1207	Asphalt Distrubutor	MLDPS1000
1208	Anders 2019 TackWagon	Anders
1209	Ammann Roller ARX26	ARX26
18815	VERMEER CHIPPER AX19	AX19
1004B	KOMATSU D-39 W/ GPS	

18CP617	Mudjack Versapump 2	VERSAPUMP 2 (2VPJ
20-AP-1206	Weiler Asphalt Paver	WEILER MODEL P385
20-WP609	WELL POINT PUMP	
650B	LOCATING PACKAGE DCI F5	F4CH70 DIGITAL F5SYSFSD
650C	Vermeer/Vac-Tron CS873GT	CS873GT
804A	JOHN DEERE 5425 TRACTOR	
821A	KUBOTA LDR-BRADCO II MULCHER	MULCHER MM60S
901B	KOBELCO 350 W GPS CONTROLS	
910B	JD MOTOR GRADER W/ GPS	
910C	Grader w/Trimble Dual Laser	GL622N Laser w/Remote&Receiver
AC004	Air Compressor Kaeser 185cfm	KAESER / M55PE
ARENT	RentalClass A - 1gal or less	
BRENT	RentalClass B - 1 to 3gal	
CRENT	RentalClass C - 3 to 6 gal	
DRENT	RentalClass D - over 6 gal./H	
EC01	POWER CURBER-SMALL OPM-150V06	
M001	BridgeMaster MKII Metalizer	BridgeMaster MKII
Y	Yamaha ATV	
	Ditch Witch JT4020 Mach 1	
	Ditch Witch JT2720 Verticle Rig	
	Close Tolerance HDD Tool Package	

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Sunshine Land Design, Inc

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3291 SE Lionel Terrace

Requester's name and address (optional)

City, state, and ZIP code
Stuart, FL 34997

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
: :

or

Employer identification number
59 : 2712892

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here — **Signature of U.S. person** ▶ — **Date** ▶ 02.11.2026

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

City Commission Regular Meeting - 5:05 PM **11. E.**

Meeting Date: 03/02/2026

Re: Approval of an Agreement between the City of Fort Pierce and Lincoln Park Main Street, Inc. to provide services from the execution of the agreement to Septembe 30, 2026, for an amount not to exceed $50,000.

Submitted For: Audria Moore, Special Projects Coordinator, City Manager

---

SUBJECT:

Approval of an agreement between the City of Fort Pierce and Lincoln Park Main Street, Inc. to provide services for the period of October 1, 2025 to September 30, 2026 for an amount not to exceed $50,000.

SUMMARY:

The City of Fort Pierce and Lincoln Park Main Street, Inc. (LPMS) successfully completed the first year under the revised agreement established in response to federal funding changes. The updated agreement introduced a detailed Scope of Services, Deliverables, and Reporting Form, aligning LPMS's work with the principles of Main Street America's Impact for Main Street Transformation and the Florida Main Street Guide. The agreement incorporates the Four Points framework—Economic Vitality, Design, Promotion, and Organization—while continuing several elements from prior contracts.
Additional requirements were added to strengthen accountability, including expanded insurance coverage (general liability, automobile liability, and professional liability), with the City listed as an additional insured party on general and automobile policies.
Under this renewed agreement, the Jazz on Moore's Creek was removed as a deliverable because it receives separate funding from the City in the amount of $10,000. To replace the four (4) quarterly events, LPMS recommended forming a Lincoln Park Business/Merchants Association, hosting each of the following events twice a year: a Small Business Saturday Sidewalk Pop Up and a Business/Merchant Networking Event.

LPMS will continue to:

- Strengthen the district's economic base.
- Partner with the City and Fort Pierce Redevelopment Agency (FPRA) to enhance the district's physical appearance.
- Assist in promoting Fort Pierce Redevelopment Agency programs and City initiatives.
- Implement creative programming and a comprehensive marketing and community engagement strategy.

RECOMMENDATION:

Staff will proceed as directed by the Commission.

ALTERNATIVES:

Direct staff to renegotiate, revise the agreement terms, or decline approval of the agreement.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Manager's Office
City Attorney's Office
Lincoln Park Main Street

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	0016000-582310
Amount:	$50,000

FISCAL IMPACT:

Upon execution of the agreement, the funds will be allocated quarterly from General Fund, account 0016000-582310 AID TO PRIVATE ORG/LP MAIN ST. in increments of $12,500, not to exceed $50,000.

Attachments

FY2026 Agreement
Insurance Coverage
City Attorney Approval Memo
Signed Agreement

AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND LINCOLN PARK MAIN STREET, INC.

THIS AGREEMENT ("Agreement") is made and entered into on this ___ day of _____, 2026, by and between the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City"), and LINCOLN PARK MAIN STREET, INC., a Florida not-for-profit corporation, with its principal office located at 532 N. 13th Street, Fort Pierce, FL 34950 ("LP Main Street") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City seeks to promote and facilitate revitalization of communities within its jurisdiction to enhance the overall prosperity, preservation-based economic development, and quality of life for its residents; and

WHEREAS, LP Main Street has expertise, resources, and a mission aligned with boosting prosperity and improving the well-being and livability for community members; and

WHEREAS, LP Main Street has assisted the City to achieve its revitalization and economic development goals pursuant to Federal Community Development Block Grant Agreements; and

WHEREAS, LP Main Street is willing to continue to assist the City to achieve its revitalization and economic development goals pursuant to this Agreement;

WHEREAS, the City Commission approved $50,000 in grants and aid to LP Main Street as part of its budget approval for Fiscal Year 2025-2026.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **SCOPE OF SERVICES.** LP Main Street's responsibility under this Agreement is to provide those Services and Deliverables supporting the City's revitalization and economic development goals set forth in Exhibit A ("Services").

2. **TERM.** The term of this Agreement shall be one (1) year beginning on October 1, 2025

3. **COMPENSATION.** The City agrees to compensate LP Main Street for services rendered pursuant to this Agreement in four installments as follows:

   October 1, 2025 Payment 1 $12,500
   (or within thirty (30) days of Agreement approval, whichever is later)

March 1, 2026 Payment 2 $12,500
(or within thirty (30) days of City Commission approval, whichever is later)
June 1, 2026 Payment 3 $12,500
(or within thirty (30) days of City Commission approval, whichever is later)
September 1, 2026 Payment 4 $12,500
(or within thirty (30) days of City Commission approval, whichever is later)

The City's obligation to pay LP Main Street under this Agreement does not arise if LP Main Street fails to satisfactorily perform those Services delineated in Exhibit A, fails to meet its Reporting and Accountability obligations set forth in Paragraph 4, or violates any terms of this Agreement.

The City shall deduct from any amount owed to LP Main Street under this Agreement all monies owed to the City or its affiliates under any other agreement or understanding if the amount owed by LP Main Street to the City or its affiliate has been outstanding for more than 30 days.

4. **REPORTING AND ACCOUNTABILITY.**

a. Quarterly Written Reports: LP Main Street shall provide the City with quarterly reports on or before January 15, 2026; April 15, 2026; July 15, 2026; and September 15, 2026 according to the requirements of Exhibit A, and on the forms provided in Exhibit B and Exhibit C. Time is of the essence, and the City's obligation to pay LP Main Street any installment does not arise if LP Main Street fails to meet this obligation.

b. Quarterly Presentations: LP Main Street shall provide the City with quarterly presentations on or before February 28, 2026; May 31, 2026; and August 31, 2026; that shall include at least the information contained in Exhibit B and Exhibit C. It shall be LP Main Street's responsibility to coordinate these City Commission meeting dates with staff. Time is of the essence, and the City's obligation to pay LP Main Street any installment does not arise if LP Main Street fails to meet this obligation.

c. Financial Statements: LP Main Street shall submit financial statements quarterly with each quarterly report outlined in paragraph 4(a) above and within seven (7) days upon request of the City at any time, in the City's sole discretion, for any reason. LP Main Street shall submit the Main Street Quarterly Revenue and Expense Reporting Form in the form provided in Exhibit C each quarter, as outlined above and herein. Time is of the essence, and the City's obligation to pay LP Main Street any installment does not arise if LP Main Street fails to meet this obligation.

d. Annual Reports: LP Main Street shall make an annual presentation to the City Commission on or before September 30, 2026, detailing its activities for the preceding months, progress of the economic development activities, project

updates, and any other relevant information. It shall be LP Main Street's responsibility to coordinate these City Commission meeting dates with staff. Time is of the essence, and the City's obligation to pay LP Main Street any installment does not arise if LP Main Street fails to meet this obligation.

5. **AUDIT.** LP Main Street agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, to include Public Records Laws, after receipt of any Payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of LP Main Street involving transactions related to this Agreement. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved.

6. **NON-DISCRIMINATION.** LP Main Street covenants and agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

7. **TERMINATION.** This Agreement may be terminated by either party with sixty (60) days written notice if either party believes that the other party has failed to meet its obligations. Upon termination, the City shall have no further obligation to pay LP Main Street any additional money as contemplated in Paragraph 3 above.

8. **INDEPENDENT CONTRACTOR.** LP Main Street is and shall be an independent contractor and not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contract between the City and LP Main Street, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

9. **INSURANCE REQUIREMENTS.** LP Main Street will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and professional liability insurance.

   Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit.

Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability.

Limits of liability for professional liability insurance shall be, at a minimum, $1,000,000.00 per occurrence/claim and $1,000,000.00 aggregate.

If the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, LP Main Street will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph.

LP Main Street is responsible for the payment of any deductibles or self-insured retentions.

City will be named as additional insured under LP Main Street's general liability insurance and automobile liability insurance policies.

10. **INDEMNIFICATION.** LP Main Street shall, to the maximum extent permitted by law, indemnify the City and its officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of LP Main Street and persons employed by or utilized by LP Main Street in its performance of this Agreement.

    LP Main Street's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon LP Main Street whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

    LP Main Street's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

11. **E-VERIFY SYSTEM.** All requirements of Section 448.095, Florida Statutes, shall be complied with by LP Main Street

    In accordance with, Section 448.095, Florida Statutes, LP Main Street shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If LP Main Street enters into a contract with a subcontractor performing work or providing services on its behalf, LP Main Street 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.

    LP Main Street shall, upon request, provide evidence of compliance with this provision to the City.

    A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. LP Main Street is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

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

13. **PUBLIC RECORDS.** LP Main Street 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.

14. **SUCCESSORS AND ASSIGNS, ASSIGNMENT.** The City and LP Main Street each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

    Neither the City nor LP Main Street shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other.

    Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and LP Main Street.

15. **AMENDMENTS.** Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of both parties.

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

    CITY:
    City of Fort Pierce
    City Manager's Office
    100 North US Highway 1
    Fort Pierce, FL 34950

    WITH COPIES TO:
    City Attorney's Office
    100 North US Highway 1
    Fort Pierce, FL 34950

    LP Main Street:
    Lincoln Park Main Street, Inc.
    c/o Pamela Carithers
    P.O. Box 3224
    Fort Pierce, FL 34948

    Either party may change the above-listed address at which it receives written notices by so notifying the other Party in writing. 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.

17. **JURISDICTION; VENUE; AND WAIVER OF JURY TRIAL.** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

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

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

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

    Before beginning services under this Agreement, LP Main Street shall complete, execute and deliver the Affidavit Regarding the Use of Coercion for Labor or Services (Exhibit D) to the City. LPMS also agrees to secure all permits required for all events, including Special Event permits, and agrees to comply with all permit conditions.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the City and LP Main Street and supersedes all prior agreements, understandings, or negotiations, whether written or oral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

ATTEST:

Linda Cox, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

CITY OF FORT PIERCE:

Linda Hudson, Mayor

Date:

WITNESSES:

By:
Name:
Address:

By:
Name:
Address:

LINCOLN PARK MAIN STREET, INC

Pamela Carithers, Executive Director

Date:

EXHIBIT A

Scope of Services and Deliverables

EXHIBIT A

Lincoln Park Main Street, Inc. Program Scope of Services and Deliverables

During the Term of this Agreement, Lincoln Park Main Street, Inc. ("LPMS") agrees to provide the services set forth in the table below by the deadlines listed below in support of the City's revitalization and economic development goals for the Lincoln Park District. LPMS shall provide quarterly updates for all services and deliverables below on the forms provided in Exhibit B and Exhibit C.

Deliverables	
1. Economic Vitality Goals: • Strengthen the LPMS's economic base by supporting existing businesses, attracting new businesses, and ensuring a diverse and thriving economic mix; and • Achieve a 70% occupancy rate for commercial spaces	
A. Business Development	**Deadline to Complete**
Form a Lincoln Park Business/Merchant Association – LPMS will establish a Business/Merchant Association of a minimum of 10 business owners. The association will support, represent, and strengthen the collective interests of businesses within the Lincoln Park District. LPMS will include its efforts and progress in quarterly reports.	**September 30 of the current fiscal year.**
Attract new businesses to the District – LPMS will make contact with at least one new business and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
Job creation/retention – LPMS will report on jobs created and/or retained within the Lincoln Park District and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
LPMS will coordinate and host two (2) Doing Business with the City Workshops and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
LPMS will compile and publish a comprehensive business directory that provides detailed information about businesses within the Lincoln Park District and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
B. Property Development	**Deadline to Complete**
LPMS will provide technical assistance to one property owner, developer, or business on the renovation and/or repurpose of its commercial space. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
LPMS will create and maintain a listing of vacant and occupied commercial properties within the Lincoln Park District with the interior and exterior building characteristics including square	September 30 of the current fiscal year.

footage, building use, zoning, address, property type, current use, etc. to assist potential tenants or buyers in finding suitable options. LPMS will publish the listing and include its efforts and progress in quarterly reports.	
LPMS will create and maintain a thorough database to capture and store detailed information about individuals interested in properties enabling efficient connections with available vacant properties as they arise and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.

2. Design

Goals**:**

- Assist in improving the physical appearance of the Lincoln Park District by preserving historic architecture, enhancing public spaces, and partnering with the City to ensure a visually appealing environment
- Develop a plan to effectively communicate and promote Fort Pierce Redevelopment Agency programs and initiatives, including grants, incentives (such as the impact fee moratorium), community meetings, surveys, technical assistance for grant applications, and participation in the Lincoln Park Master Plan and potential design standards
- Encourage compliance with historic preservation guidelines
- Encourage adherence to Architectural Design Standards

A. Physical Improvements	
LPMS will promote the Fort Pierce Redevelopment Agency Commercial Façade Grant Program to the Lincoln Park business community and, during application cycles, assist businesses with completing the application process. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
LPMS will provide and distribute information on the City's Impact Fee Moratorium extension to builders/developers/real estate investors and the community on the process and timelines involved. LPMS will include its efforts in quarterly reports.	September 30, of the current fiscal year.
B. Historic Preservation	**Deadline to Complete**
LPMS will facilitate the research and prepare applications to submit to the State for the historic designation of at least one church and/or building structure in the Lincon Park District. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
LPMS will coordinate with Fort Pierce Redevelopment Agency staff and the master plan consultant to provide input on future development and the formation of neighborhood identities for the Lincoln Park Master Plan. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
C. Architectural Standards	**Deadline to Complete**

LPMS will maintain a copy of the City of Fort Pierce design standards on file to be shared with builders, developers, real estate investors, and the community LPMS will coordinate and align its own design-related work with the City's standards when working on projects in the Lincoln Park District. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.

3. Promotion

Goals**:**

- Implement a marketing and community engagement plan that promotes the Lincoln Park District's unique characteristics and rich history to shoppers, investors, and visitors through events, advertising, and branding to enhance its image and attract businesses. Implement ongoing creative programming that engages the Lincoln Park District businesses, residents, and visitors.

A. Marketing and Events	**Deadline to Complete**
Status:	
LPMS will plan, coordinate, promote, and host no fewer than 12 promotional and/or educational events with an average attendance of 50 participants each, to include: • **Small Business Saturday Sidewalk Pop Up (2x/year)** • **Business/Merchant Networking Event (2x/year)** • Flaming Knight Motorcycle Club Toy Drive (annual) • Christmas on Moore's Creek Toy Give-A-Way and Health & Wellness Festival (annual) • Community Engagement event to be defined (community education/ workshops (2x/year) community meetings, collaborative engagement) • Offer business assistance/education workshops (2x/year) with SBDC and other community partners. • Doing Business with the City Workshops (2x/year). LPMS will include its efforts and progress in quarterly reports	September 30, of the current fiscal year.
LPMS will reach 1,000 social media impressions of marketing campaigns via various social media and LPMS-powered website. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
B. Branding	**Deadline to Complete**
LPMS will conduct quarterly surveys with a minimum of 25 respondents (totaling 100 respondents annually), to assess brand recognition via in-person and online methods. LPMS will publish	September 30, of the current fiscal year.

the results of its surveys. LPMS will include its efforts and progress in quarterly reports.	
LPMS will publish the Lincoln Park Showcase Newsletter digitally monthly. LPMS will include its efforts and progress in quarterly reports.	Beginning October 1 of the current fiscal year.
LPMS will complete updates to LPMS website and publish online by March 2026. LPMS will increase website and social media traffic related to District information by 10%, annually. ***Tracking Method:*** LPMS will provide the baseline metrics of the FY 2024–2025 using analytics tools such as Google Analytics, Meta Insights (Facebook/Instagram), and other platform-specific dashboards. Metrics should include: a. Website page views and unique visitors b. Social media reach, engagement, and follower growth c. Annual reports should compare year-over-year performance against these baseline figures. LPMS will include its efforts and progress in quarterly reports.	March 2026 (website updates); September 30 of the current fiscal year (increase District-related traffic by 10%)
C. Positive Image	**Deadline to Complete**
LPMS will collect testimonials from 12 or more visitors and 6 or more residents. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.

4. Organization Goals: • Develop a strong foundation for a sustainable revitalization effort that aligns with the City's goals, including engaging stakeholders, forming partnerships, and fostering a collaborative environment	
A. Partnerships	**Deadline to Complete**
Collaborate with partner organizations – LPMS will complete two joint projects with partner organizations. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
B. Volunteer Engagement	**Deadline to Complete**
LPMS will recruit and/or retain 25 volunteers annually. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
LPMS will attain 500 volunteer hours annually. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
The LPMS Executive Director will maintain active participation on two volunteer committees. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
C. Resource Management	**Deadline to Complete**

LPMS will spend no more than 40% of funds received from the City under this Agreement on salaries. LPMS will include its efforts and progress in quarterly reports.	For Each Quarterly disbursement. (see 5. Budget and Budget Report Form).
LPMS will explore sustainable funding sources beyond the program period and report on explored funding sources outside of the City of Fort Pierce designated funds to ensure the organization's sustainability. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year (see 5. Budget and Budget Report Form).

5. Budget

Goals:

- To ensure transparency, accountability, and informed decision-making, Lincoln Park Main Street (LPMS) will provide comprehensive financial reporting as part of its quarterly submissions to the City Commission.

LPMS will include the following information in its quarterly financial reports and its quarterly presentations to the City Commission:

(a) *Budget Summary*: LPMS will provide an overview of the total program funds received including a breakdown of the budget into major categories (e.g., personnel, supplies, equipment).

(b) Income *Sources*: LPMS will specify other sources of income (if any) contributing to the program and highlight any matching funds or in-kind contributions.

(c) Detailed *Expenses*: LPMS will itemize expenses with specific amounts for each category. Include both direct costs (directly related to the program) and indirect costs (overhead).

(d) Budget *Justification*: LPMS will explain the rationale behind each expense.

(e) Conclusion: LPMS will summarize the financial performance. Mention any adjustments made during implementation

EXHIBIT B

LP Main Street Impact Reporting Guidelines

EXHIBIT B

Lincoln Park Main Street, Inc. Program Reporting Form

To be completed by LPMS for each Report Period: Fiscal Year Ending, September 30, _____		
Quarterly Reporting Period	**Quarterly Report Due**	**City Commission Presentations**
_____ Q1 – Reporting Period: Oct. 1-Dec. 31	_____ Q1 – Report due Jan. 15	_____ Q1 – Feb. 2026 Quarterly Report
_____ Q2 – Reporting Period: Jan. 1-Mar. 31	_____ Q2 – Report due April 15	_____ Q2 – May 2026 Quarterly Report
_____ Q3 – Reporting Period: April 1-June 30	_____ Q3 – Report due July 15	_____ Q3 – Aug. 2026 Quarterly Report
_____ Q4 –– Reporting Period: July 31-Sept. 30	_____ Q4 – Report due Oct. 15	_____ Q4 – Oct. 2026 Quarterly Report

Deliverables

1. Economic Vitality: This point aims to strengthen the district's economic base by supporting existing businesses, attracting new businesses, and ensuring a diverse and thriving economic mix.

A. Business Development

1. Form a Lincoln Park Business/Merchant Association – LPMS will establish a Business/Merchant Association of a minimum of 10 business owners. **LPMS will include its efforts and progress in quarterly reports.**

Status:

2. Attract new businesses to the Lincoln Park District – LPMS will make contact with at least one new business and include its efforts and progress in quarterly reports. **LPMS will include its efforts and progress in quarterly reports.**

Status:

3. Job creation/retention – LPMS will report on jobs created and/or retained within the Lincoln Park District quarterly. **LPMS will include its efforts and progress in quarterly reports.**

Report Period: _____

Status:
4. LPMS will coordinate and host two Doing Business with the City Workshops. **LPMS will include its efforts and progress in quarterly reports.**
Status:
5. LPMS will compile and publish a comprehensive business directory that provides detailed information about businesses within the Lincoln Park District. **LPMS will include its efforts and progress in quarterly reports.**
Status:

B. Property Development
1. LPMS will provide technical assistance to one property owner, developer, or business on the renovation and/or repurpose of its commercial space. **LPMS will include its efforts and progress in quarterly reports.**
Status:
2. LPMS will create and maintain a listing of vacant and occupied commercial properties within the Lincoln Park District with the interior and exterior building characteristics including square footage, building use, zoning, address, property type, current use, etc. to assist potential tenants or buyers in finding suitable options. **LPMS will include its efforts and progress in quarterly reports.**
Status:

3. LPMS will create and maintain a thorough database to capture and store detailed information about individuals interested in properties enabling efficient connections with available vacant properties as they arise. **LPMS will include its efforts and progress in quarterly reports.**
Status:
2. Design: This focuses on improving the physical appearance of the district by preserving historic architecture, enhancing public spaces, and partnering with the City to ensure a visually appealing environment.
A. Physical Improvements
1. LPMS will promote the Fort Pierce Redevelopment Agency Commercial Façade Grant Program to the Lincoln Park business community and, during application cycles, assist businesses with completing the application process. **LPMS will include its efforts and progress in quarterly reports.**
Status:
2. LPMS will provide and distribute information on the City's Impact Fee Moratorium extension to builders/developers/real estate investors and the community on the process and timelines involved. **LPMS will include its efforts in quarterly reports.**
Status:
B. Historic Preservation
3. LPMS will facilitate the research and prepare applications to submit to the State for the historic designation of at least one church and/or building structure in the Lincon Park District. **LPMS will include its efforts and progress in quarterly reports.**
Status:
4. LPMS will coordinate with Fort Pierce Redevelopment Agency staff to provide input on future development and the formation of neighborhood identities for the Lincoln Park Master Plan. **LPMS will include its efforts and progress in quarterly reports.**
Status:

C. Architectural Standards

1. **LPMS will maintain a copy of the City of Fort Pierce design standards on file to be shared with builders, developers, real estate investors, and the community LPMS will coordinate and align its own design-related work with the City's standards when working on projects in the Lincoln Park District. LPMS will include its efforts and progress in quarterly reports.**

Status:

3. Promotion: This involves marketing the district's unique characteristics to shoppers, investors, and visitors through events, advertising, and branding to enhance its image and attract business.

A. Marketing and Events

1. LPMS will plan, coordinate, promote, and host no fewer than 12 promotional and/or educational events with an average attendance of 50 participants each, to include:

- **Small Business Saturday Sidewalk Pop Up (2x/year)**
- **Business/Merchant Networking Event (2x/year)**
- Flaming Knight Motorcycle Club Toy Drive (annual)
- Christmas on Moore's Creek Give-A-Way and Health & Wellness Festival (annual)
- Community Engagement events to be defined (community education/ workshops (2x/year) community meetings, collaborative engagement).
- Jazz on Moore's Creek, to include live music, vendors, and community-oriented activities, etc. (quarterly)
- Offer business assistance/education workshops with SBDC and other community partners (2x/year).
- Doing Business with the City Workshops (2x/year).

LPMS will include its efforts and progress in quarterly reports

Status:

1. LPMS will reach 1,000 social media impressions of marketing campaigns via various social media and LPMS - powered website. **LPMS will include its efforts and progress in quarterly reports.**

Status:

B. Branding

1. LPMS will conduct quarterly surveys with a minimum of 25 respondents (totaling 100 respondents annually), to assess brand recognition via in-person and online methods. LPMS will publish the results of its surveys. **LPMS will include its efforts and progress in quarterly reports.**

Status:

2. LPMS will publish the Lincoln Park Showcase Newsletter digitally on a monthly beginning October 1 of the current fiscal year. **LPMS will include its efforts and progress in quarterly reports.**

Status:

3. LPMS will complete updates to LPMS website and publish online by December 30, 2025. LPMS will increase website and social media traffic related to District information by 10%, annually. Use baseline data from first year of agreement from fiscal year 2024-2025 for website and social media traffic related to District information by 10% annually.
   Tracking Method: **LPMS will provide the baseline metrics of the FY 2024–2025 using analytics tools such as Google Analytics, Meta Insights (Facebook/Instagram), and other platform-specific dashboards. Metrics should include:**
   a. **Website page views and unique visitors**
   b. **Social media reach, engagement, and follower growth**
   c. **Annual reports should compare year-over-year performance against these baseline figures.**
   LPMS will include its efforts and progress in quarterly reports including metrics related to website visits and social media activity. **LPMS will include its efforts and progress in quarterly reports.**

Status:

C. Positive Image

1. LPMS will collect testimonials from 12 or more visitors and 6 or more residents. **LPMS will include its efforts and progress in quarterly reports.**
Status:

4. Organization: This point emphasizes building a strong foundation for a sustainable revitalization effort, including engaging stakeholders, forming partnerships, and fostering a collaborative environment.
A. Partnerships
1. Collaborate with partner organizations – LPMS will complete two joint projects with partner organizations. **LPMS will include its efforts and progress in quarterly reports.**
Status:
B. Volunteer Engagement
1. LPMS will recruit and/or retain 25 volunteers annually. **LPMS will include its efforts and progress in quarterly reports.**
Status:
2. LPMS will attain 500 volunteer hours annually. **LPMS will include its efforts and progress in quarterly reports.**
Status:
3. The LPMS Executive Director will maintain active participation on two volunteer committees. **LPMS will include its efforts and progress in quarterly reports.**
Status:
C. Resource Management

1. LPMS will spend no more than 40% of funds received from the City under this Agreement on salaries. **LPMS will include its efforts and progress in quarterly reports.** (see 5. Budget and Budget Report Form).
Status:
2. LPMS will explore sustainable funding sources beyond the program period and report on explored funding sources outside of the City of Fort Pierce designated funds to ensure the organization's sustainability. LPMS will include its efforts and progress in quarterly reports. (see 5. Budget and Budget Report Form). **LPMS will include its efforts and progress in quarterly reports.**
Status:

5. Budget: LPMS will include the following information in its quarterly financial reports and quarterly presentations to the City Commission. **Also complete attached Exhibit C Revenue and Expense Reporting Form and submit.**
1. Budget Summary: LPMS will provide an overview of the total program funds received including a breakdown of the budget into major categories (e.g., personnel, supplies, equipment).
2. Income Sources: LPMS will specify other sources of income (if any) contributing to the program and highlight any matching funds or in-kind contributions.
3. Detailed Expenses with Budget Justification: LPMS will itemize expenses with specific amounts for each category. Include both direct costs (directly related to the program) and indirect costs (overhead). LPMS will explain the rationale behind each expense.
4. Conclusion: LPMS will summarize financial performance. Mention any adjustments made during implementation.

EXHIBIT C

LP Main Street Quarterly Revenue and Expense Reporting Form

Exhibit C

Main Street Fort Pierce, Inc. Quarterly Revenue and Expense Reporting Form

Fiscal Year ending September 30, 2026

Organization Name:

Quarter ended:

Revenue Section

Revenue Source	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date Total
Municipal Revenue					
Donations					
Fundraising Events					
Membership Fees					
Fundraising Events					
Program Service Revenue					
Other Income (specify)					
Total Revenue	$0.00	$0.00	$0.00	$0.00	$0.00

Expense Section

Expense Category	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date Total
Salaries and Wages					
Rent/Utilities					
Office Supplies					
Program Expenses					
Marketing/Outreach					
Contracted Events					
Travel & Training					
Professional Services					
Other Expense - Insurance					
Total Expenses	$0.00	$0.00	$0.00	$0.00	$0.00

Summary

Expense Category	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date
Total Revenue	$0.00	$0.00	$0.00	$0.00	$0.00
Total Expenses	$0.00	$0.00	$0.00	$0.00	$0.00
Net Surplus/Deficit	$0.00	$0.00	$0.00	$0.00	$0.00

EXHIBIT D

Affidavit Regarding the Use of Coercion for Labor or Services

Exhibit D

CITY OF FORT PIERCE

Affidavit Regarding the Use of Coercion for Labor or Services

Vendor Name: Lincoln Park Main Street
Authorized Representative's Name and Title: David Washington, President
Address: 2016 Grey Falcon Circle SW
City: Vero Beach State: FL Zip Code: 32962
Phone Number: 772 643 5159 Email Address: david.washington@Tesla.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: _____ David T. Washington 12/30/2025
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF St. Lucie.

Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this 30th day of December, 2025 by _____, who is ☑ personally known or □ produced identification (ID produced: _____).

Notary Public Signature: Sharon Evans (Seal)

Print Name: SHARON EVANS My Commission Expires:

Notary Public State of Florida
Sharon Evans
My Commission HH 730406
Expires 12/8/2029

LINCPAR-01 JBENNETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maury, Donnelly & Parr, Inc. 10150 York Road, Suite 420 Cockeysville, MD 21030-3364	CONTACT NAME: PHONE (A/C, No, Ext): (410) 685-4625 FAX (A/C, No): (410) 685-3071 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : CNA Insurance Companies — 52412
INSURED Lincoln Park Mainstreet 532 N. 13th Street Fort Pierce, FL 34950	INSURER B : Westchester Specialty
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		7035045046	11/6/2025	11/6/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:						Host Liquor Lia	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO	X		7035045046	11/6/2025	11/6/2026	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liabili			EONFLG488032462	4/15/2025	4/15/2026		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as an additional insured.

CERTIFICATE HOLDER

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR, CITY MANAGER

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: LINCOLN PARK MAIN STREET, INC. AGREEMENT FOR SERVICES FY

CAO RLS FILE: 26-49

DATE: FEBRUARY 11, 2026

I have reviewed the request for legal services (RLS) related to the agreement with Lincoln Park Main Street, Inc. A redlined and clean copy of the agreement is attached. The clean copy of the agreement is approved as to form and correctness.

Please be aware that Exhibits A and B include highlighting on certain passages. If this was not intended, please remove the highlighting.

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

Thank you.

AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND LINCOLN PARK MAIN STREET, INC.

THIS AGREEMENT ("Agreement") is made and entered into on this ___ day of _____, 2026, by and between the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City"), and LINCOLN PARK MAIN STREET, INC., a Florida not-for-profit corporation, with its principal office located at 532 N. 13th Street, Fort Pierce, FL 34950 ("LP Main Street") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City seeks to promote and facilitate revitalization of communities within its jurisdiction to enhance the overall prosperity, preservation-based economic development, and quality of life for its residents; and

WHEREAS, LP Main Street has expertise, resources, and a mission aligned with boosting prosperity and improving the well-being and livability for community members; and

WHEREAS, LP Main Street has assisted the City to achieve its revitalization and economic development goals pursuant to Federal Community Development Block Grant Agreements; and

WHEREAS, LP Main Street is willing to continue to assist the City to achieve its revitalization and economic development goals pursuant to this Agreement;

WHEREAS, the City Commission approved $50,000 in grants and aid to LP Main Street as part of its budget approval for Fiscal Year 2025-2026.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **SCOPE OF SERVICES.** LP Main Street's responsibility under this Agreement is to provide those Services and Deliverables supporting the City's revitalization and economic development goals set forth in Exhibit A ("Services").

2. **TERM.** The term of this Agreement shall be one (1) year beginning on October 1, 2025

3. **COMPENSATION.** The City agrees to compensate LP Main Street for services rendered pursuant to this Agreement in four installments as follows:

   October 1, 2025 Payment 1 $12,500
   (or within thirty (30) days of Agreement approval, whichever is later)

March 1, 2026 Payment 2 $12,500
(or within thirty (30) days of City Commission approval, whichever is later)
June 1, 2026 Payment 3 $12,500
(or within thirty (30) days of City Commission approval, whichever is later)
September 1, 2026 Payment 4 $12,500
(or within thirty (30) days of City Commission approval, whichever is later)

The City's obligation to pay LP Main Street under this Agreement does not arise if LP Main Street fails to satisfactorily perform those Services delineated in Exhibit A, fails to meet its Reporting and Accountability obligations set forth in Paragraph 4, or violates any terms of this Agreement.

The City shall deduct from any amount owed to LP Main Street under this Agreement all monies owed to the City or its affiliates under any other agreement or understanding if the amount owed by LP Main Street to the City or its affiliate has been outstanding for more than 30 days.

4. **REPORTING AND ACCOUNTABILITY.**

a. Quarterly Written Reports: LP Main Street shall provide the City with quarterly reports on or before January 15, 2026; April 15, 2026; July 15, 2026; and September 15, 2026 according to the requirements of Exhibit A, and on the forms provided in Exhibit B and Exhibit C. Time is of the essence, and the City's obligation to pay LP Main Street any installment does not arise if LP Main Street fails to meet this obligation.

b. Quarterly Presentations: LP Main Street shall provide the City with quarterly presentations on or before February 28, 2026; May 31, 2026; and August 31, 2026; that shall include at least the information contained in Exhibit B and Exhibit C. It shall be LP Main Street's responsibility to coordinate these City Commission meeting dates with staff. Time is of the essence, and the City's obligation to pay LP Main Street any installment does not arise if LP Main Street fails to meet this obligation.

c. Financial Statements: LP Main Street shall submit financial statements quarterly with each quarterly report outlined in paragraph 4(a) above and within seven (7) days upon request of the City at any time, in the City's sole discretion, for any reason. LP Main Street shall submit the Main Street Quarterly Revenue and Expense Reporting Form in the form provided in Exhibit C each quarter, as outlined above and herein. Time is of the essence, and the City's obligation to pay LP Main Street any installment does not arise if LP Main Street fails to meet this obligation.

d. Annual Reports: LP Main Street shall make an annual presentation to the City Commission on or before September 30, 2026, detailing its activities for the preceding months, progress of the economic development activities, project

updates, and any other relevant information. It shall be LP Main Street's responsibility to coordinate these City Commission meeting dates with staff. Time is of the essence, and the City's obligation to pay LP Main Street any installment does not arise if LP Main Street fails to meet this obligation.

5. **AUDIT.** LP Main Street agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, to include Public Records Laws, after receipt of any Payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of LP Main Street involving transactions related to this Agreement. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved.

6. **NON-DISCRIMINATION.** LP Main Street covenants and agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

7. **TERMINATION.** This Agreement may be terminated by either party with sixty (60) days written notice if either party believes that the other party has failed to meet its obligations. Upon termination, the City shall have no further obligation to pay LP Main Street any additional money as contemplated in Paragraph 3 above.

8. **INDEPENDENT CONTRACTOR.** LP Main Street is and shall be an independent contractor and not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contract between the City and LP Main Street, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

9. **INSURANCE REQUIREMENTS.** LP Main Street will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and professional liability insurance.

   Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit.

Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability.

Limits of liability for professional liability insurance shall be, at a minimum, $1,000,000.00 per occurrence/claim and $1,000,000.00 aggregate.

If the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, LP Main Street will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph.

LP Main Street is responsible for the payment of any deductibles or self-insured retentions.

City will be named as additional insured under LP Main Street's general liability insurance and automobile liability insurance policies.

10. **INDEMNIFICATION.** LP Main Street shall, to the maximum extent permitted by law, indemnify the City and its officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of LP Main Street and persons employed by or utilized by LP Main Street in its performance of this Agreement.

    LP Main Street's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon LP Main Street whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

    LP Main Street's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

11. **E-VERIFY SYSTEM.** All requirements of Section 448.095, Florida Statutes, shall be complied with by LP Main Street

    In accordance with, Section 448.095, Florida Statutes, LP Main Street shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If LP Main Street enters into a contract with a subcontractor performing work or providing services on its behalf, LP Main Street 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.

    LP Main Street shall, upon request, provide evidence of compliance with this provision to the City.

    A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. LP Main Street is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

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

13. **PUBLIC RECORDS.** LP Main Street 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.

14. **SUCCESSORS AND ASSIGNS, ASSIGNMENT.** The City and LP Main Street each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

    Neither the City nor LP Main Street shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other.

    Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and LP Main Street.

15. **AMENDMENTS.** Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of both parties.

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

    CITY:
    City of Fort Pierce
    City Manager's Office
    100 North US Highway 1
    Fort Pierce, FL 34950

    WITH COPIES TO:
    City Attorney's Office
    100 North US Highway 1
    Fort Pierce, FL 34950

    LP Main Street:
    Lincoln Park Main Street, Inc.
    c/o Pamela Carithers
    P.O. Box 3224
    Fort Pierce, FL 34948

    Either party may change the above-listed address at which it receives written notices by so notifying the other Party in writing. 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.

17. **JURISDICTION; VENUE; AND WAIVER OF JURY TRIAL.** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

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

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

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

    Before beginning services under this Agreement, LP Main Street shall complete, execute and deliver the Affidavit Regarding the Use of Coercion for Labor or Services (Exhibit D) to the City. LPMS also agrees to secure all permits required for all events, including Special Event permits, and agrees to comply with all permit conditions.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the City and LP Main Street and supersedes all prior agreements, understandings, or negotiations, whether written or oral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

Date:

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

WITNESSES:

By:
Name: CHRIS TAYLOR-JOHNSON
Address: 1650 Timberlake Dr
Ft. Pierce, FL 34947

By:
Name: John Hayes
Address: 606 51/4th St.
Ft. Pierce, FL. 34950

LINCOLN PARK MAIN STREET, INC

Pamela Carithers, Executive Director

Date: 2/23/2026

EXHIBIT A

Scope of Services and Deliverables

EXHIBIT A

Lincoln Park Main Street, Inc. Program Scope of Services and Deliverables

During the Term of this Agreement, Lincoln Park Main Street, Inc. ("LPMS") agrees to provide the services set forth in the table below by the deadlines listed below in support of the City's revitalization and economic development goals for the Lincoln Park District. LPMS shall provide quarterly updates for all services and deliverables below on the forms provided in Exhibit B and Exhibit C.

Deliverables	
1. Economic Vitality Goals: • Strengthen the LPMS's economic base by supporting existing businesses, attracting new businesses, and ensuring a diverse and thriving economic mix; and • Achieve a 70% occupancy rate for commercial spaces	
A. Business Development	**Deadline to Complete**
Form a Lincoln Park Business/Merchant Association – LPMS will establish a Business/Merchant Association of a minimum of 10 business owners. The association will support, represent, and strengthen the collective interests of businesses within the Lincoln Park District. LPMS will include its efforts and progress in quarterly reports.	**September 30 of the current fiscal year.**
Attract new businesses to the District – LPMS will make contact with at least one new business and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
Job creation/retention – LPMS will report on jobs created and/or retained within the Lincoln Park District and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
LPMS will coordinate and host two (2) Doing Business with the City Workshops and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
LPMS will compile and publish a comprehensive business directory that provides detailed information about businesses within the Lincoln Park District and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
B. Property Development	**Deadline to Complete**
LPMS will provide technical assistance to one property owner, developer, or business on the renovation and/or repurpose of its commercial space. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
LPMS will create and maintain a listing of vacant and occupied commercial properties within the Lincoln Park District with the interior and exterior building characteristics including square	September 30 of the current fiscal year.

footage, building use, zoning, address, property type, current use, etc. to assist potential tenants or buyers in finding suitable options. LPMS will publish the listing and include its efforts and progress in quarterly reports.	
LPMS will create and maintain a thorough database to capture and store detailed information about individuals interested in properties enabling efficient connections with available vacant properties as they arise and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.

2. Design

Goals**:**

- Assist in improving the physical appearance of the Lincoln Park District by preserving historic architecture, enhancing public spaces, and partnering with the City to ensure a visually appealing environment
- Develop a plan to effectively communicate and promote Fort Pierce Redevelopment Agency programs and initiatives, including grants, incentives (such as the impact fee moratorium), community meetings, surveys, technical assistance for grant applications, and participation in the Lincoln Park Master Plan and potential design standards
- Encourage compliance with historic preservation guidelines
- Encourage adherence to Architectural Design Standards

A. Physical Improvements	
LPMS will promote the Fort Pierce Redevelopment Agency Commercial Façade Grant Program to the Lincoln Park business community and, during application cycles, assist businesses with completing the application process. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
LPMS will provide and distribute information on the City's Impact Fee Moratorium extension to builders/developers/real estate investors and the community on the process and timelines involved. LPMS will include its efforts in quarterly reports.	September 30, of the current fiscal year.
B. Historic Preservation	**Deadline to Complete**
LPMS will facilitate the research and prepare applications to submit to the State for the historic designation of at least one church and/or building structure in the Lincon Park District. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
LPMS will coordinate with Fort Pierce Redevelopment Agency staff and the master plan consultant to provide input on future development and the formation of neighborhood identities for the Lincoln Park Master Plan. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
C. Architectural Standards	**Deadline to Complete**

LPMS will maintain a copy of the City of Fort Pierce design standards on file to be shared with builders, developers, real estate investors, and the community LPMS will coordinate and align its own design-related work with the City's standards when working on projects in the Lincoln Park District. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.

3. Promotion

Goals**:**

- Implement a marketing and community engagement plan that promotes the Lincoln Park District's unique characteristics and rich history to shoppers, investors, and visitors through events, advertising, and branding to enhance its image and attract businesses. Implement ongoing creative programming that engages the Lincoln Park District businesses, residents, and visitors.

A. Marketing and Events	**Deadline to Complete**
Status:	
LPMS will plan, coordinate, promote, and host no fewer than 12 promotional and/or educational events with an average attendance of 50 participants each, to include: • **Small Business Saturday Sidewalk Pop Up (2x/year)** • **Business/Merchant Networking Event (2x/year)** • Flaming Knight Motorcycle Club Toy Drive (annual) • Christmas on Moore's Creek Toy Give-A-Way and Health & Wellness Festival (annual) • Community Engagement event to be defined (community education/ workshops (2x/year) community meetings, collaborative engagement) • Offer business assistance/education workshops (2x/year) with SBDC and other community partners. • Doing Business with the City Workshops (2x/year). LPMS will include its efforts and progress in quarterly reports	September 30, of the current fiscal year.
LPMS will reach 1,000 social media impressions of marketing campaigns via various social media and LPMS-powered website. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
B. Branding	**Deadline to Complete**
LPMS will conduct quarterly surveys with a minimum of 25 respondents (totaling 100 respondents annually), to assess brand recognition via in-person and online methods. LPMS will publish	September 30, of the current fiscal year.

the results of its surveys. LPMS will include its efforts and progress in quarterly reports.	
LPMS will publish the Lincoln Park Showcase Newsletter digitally monthly. LPMS will include its efforts and progress in quarterly reports.	Beginning October 1 of the current fiscal year.
LPMS will complete updates to LPMS website and publish online by March 2026. LPMS will increase website and social media traffic related to District information by 10%, annually. ***Tracking Method:*** LPMS will provide the baseline metrics of the FY 2024–2025 using analytics tools such as Google Analytics, Meta Insights (Facebook/Instagram), and other platform-specific dashboards. Metrics should include: a. Website page views and unique visitors b. Social media reach, engagement, and follower growth c. Annual reports should compare year-over-year performance against these baseline figures. LPMS will include its efforts and progress in quarterly reports.	March 2026 (website updates); September 30 of the current fiscal year (increase District-related traffic by 10%)
C. Positive Image	**Deadline to Complete**
LPMS will collect testimonials from 12 or more visitors and 6 or more residents. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.

4. Organization Goals: • Develop a strong foundation for a sustainable revitalization effort that aligns with the City's goals, including engaging stakeholders, forming partnerships, and fostering a collaborative environment	
A. Partnerships	**Deadline to Complete**
Collaborate with partner organizations – LPMS will complete two joint projects with partner organizations. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
B. Volunteer Engagement	**Deadline to Complete**
LPMS will recruit and/or retain 25 volunteers annually. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
LPMS will attain 500 volunteer hours annually. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
The LPMS Executive Director will maintain active participation on two volunteer committees. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
C. Resource Management	**Deadline to Complete**

LPMS will spend no more than 40% of funds received from the City under this Agreement on salaries. LPMS will include its efforts and progress in quarterly reports.	For Each Quarterly disbursement. (see 5. Budget and Budget Report Form).
LPMS will explore sustainable funding sources beyond the program period and report on explored funding sources outside of the City of Fort Pierce designated funds to ensure the organization's sustainability. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year (see 5. Budget and Budget Report Form).

5. Budget

Goals:

- To ensure transparency, accountability, and informed decision-making, Lincoln Park Main Street (LPMS) will provide comprehensive financial reporting as part of its quarterly submissions to the City Commission.

LPMS will include the following information in its quarterly financial reports and its quarterly presentations to the City Commission:

(a) *Budget Summary*: LPMS will provide an overview of the total program funds received including a breakdown of the budget into major categories (e.g., personnel, supplies, equipment).

(b) Income *Sources*: LPMS will specify other sources of income (if any) contributing to the program and highlight any matching funds or in-kind contributions.

(c) Detailed *Expenses*: LPMS will itemize expenses with specific amounts for each category. Include both direct costs (directly related to the program) and indirect costs (overhead).

(d) Budget *Justification*: LPMS will explain the rationale behind each expense.

(e) Conclusion: LPMS will summarize the financial performance. Mention any adjustments made during implementation

EXHIBIT B

LP Main Street Impact Reporting Guidelines

EXHIBIT B

Lincoln Park Main Street, Inc. Program Reporting Form

To be completed by LPMS for each Report Period: Fiscal Year Ending, September 30, _____		
Quarterly Reporting Period	**Quarterly Report Due**	**City Commission Presentations**
_____ Q1 – Reporting Period: Oct. 1-Dec. 31	_____ Q1 – Report due Jan. 15	_____ Q1 – Feb. 2026 Quarterly Report
_____ Q2 – Reporting Period: Jan. 1-Mar. 31	_____ Q2 – Report due April 15	_____ Q2 – May 2026 Quarterly Report
_____ Q3 – Reporting Period: April 1-June 30	_____ Q3 – Report due July 15	_____ Q3 – Aug. 2026 Quarterly Report
_____ Q4 –– Reporting Period: July 31-Sept. 30	_____ Q4 – Report due Oct. 15	_____ Q4 – Oct. 2026 Quarterly Report

Deliverables

1. Economic Vitality: This point aims to strengthen the district's economic base by supporting existing businesses, attracting new businesses, and ensuring a diverse and thriving economic mix.

A. Business Development

1. Form a Lincoln Park Business/Merchant Association – LPMS will establish a Business/Merchant Association of a minimum of 10 business owners. **LPMS will include its efforts and progress in quarterly reports.**

Status:

2. Attract new businesses to the Lincoln Park District – LPMS will make contact with at least one new business and include its efforts and progress in quarterly reports. **LPMS will include its efforts and progress in quarterly reports.**

Status:

3. Job creation/retention – LPMS will report on jobs created and/or retained within the Lincoln Park District quarterly. **LPMS will include its efforts and progress in quarterly reports.**

Report Period: _____

Status:
4. LPMS will coordinate and host two Doing Business with the City Workshops. **LPMS will include its efforts and progress in quarterly reports.**
Status:
5. LPMS will compile and publish a comprehensive business directory that provides detailed information about businesses within the Lincoln Park District. **LPMS will include its efforts and progress in quarterly reports.**
Status:

B. Property Development
1. LPMS will provide technical assistance to one property owner, developer, or business on the renovation and/or repurpose of its commercial space. **LPMS will include its efforts and progress in quarterly reports.**
Status:
2. LPMS will create and maintain a listing of vacant and occupied commercial properties within the Lincoln Park District with the interior and exterior building characteristics including square footage, building use, zoning, address, property type, current use, etc. to assist potential tenants or buyers in finding suitable options. **LPMS will include its efforts and progress in quarterly reports.**
Status:

3. LPMS will create and maintain a thorough database to capture and store detailed information about individuals interested in properties enabling efficient connections with available vacant properties as they arise. **LPMS will include its efforts and progress in quarterly reports.**
Status:
2. Design: This focuses on improving the physical appearance of the district by preserving historic architecture, enhancing public spaces, and partnering with the City to ensure a visually appealing environment.
A. Physical Improvements
1. LPMS will promote the Fort Pierce Redevelopment Agency Commercial Façade Grant Program to the Lincoln Park business community and, during application cycles, assist businesses with completing the application process. **LPMS will include its efforts and progress in quarterly reports.**
Status:
2. LPMS will provide and distribute information on the City's Impact Fee Moratorium extension to builders/developers/real estate investors and the community on the process and timelines involved. **LPMS will include its efforts in quarterly reports.**
Status:
B. Historic Preservation
3. LPMS will facilitate the research and prepare applications to submit to the State for the historic designation of at least one church and/or building structure in the Lincon Park District. **LPMS will include its efforts and progress in quarterly reports.**
Status:
4. LPMS will coordinate with Fort Pierce Redevelopment Agency staff to provide input on future development and the formation of neighborhood identities for the Lincoln Park Master Plan. **LPMS will include its efforts and progress in quarterly reports.**
Status:

C. Architectural Standards

1. **LPMS will maintain a copy of the City of Fort Pierce design standards on file to be shared with builders, developers, real estate investors, and the community LPMS will coordinate and align its own design-related work with the City's standards when working on projects in the Lincoln Park District. LPMS will include its efforts and progress in quarterly reports.**

Status:

3. Promotion: This involves marketing the district's unique characteristics to shoppers, investors, and visitors through events, advertising, and branding to enhance its image and attract business.

A. Marketing and Events

1. LPMS will plan, coordinate, promote, and host no fewer than 12 promotional and/or educational events with an average attendance of 50 participants each, to include:

- **Small Business Saturday Sidewalk Pop Up (2x/year)**
- **Business/Merchant Networking Event (2x/year)**
- Flaming Knight Motorcycle Club Toy Drive (annual)
- Christmas on Moore's Creek Give-A-Way and Health & Wellness Festival (annual)
- Community Engagement events to be defined (community education/ workshops (2x/year) community meetings, collaborative engagement).
- Jazz on Moore's Creek, to include live music, vendors, and community-oriented activities, etc. (quarterly)
- Offer business assistance/education workshops with SBDC and other community partners (2x/year).
- Doing Business with the City Workshops (2x/year).

LPMS will include its efforts and progress in quarterly reports

Status:

1. LPMS will reach 1,000 social media impressions of marketing campaigns via various social media and LPMS - powered website. **LPMS will include its efforts and progress in quarterly reports.**

Status:

B. Branding

1. LPMS will conduct quarterly surveys with a minimum of 25 respondents (totaling 100 respondents annually), to assess brand recognition via in-person and online methods. LPMS will publish the results of its surveys. **LPMS will include its efforts and progress in quarterly reports.**

Status:

2. LPMS will publish the Lincoln Park Showcase Newsletter digitally on a monthly beginning October 1 of the current fiscal year. **LPMS will include its efforts and progress in quarterly reports.**

Status:

3. LPMS will complete updates to LPMS website and publish online by December 30, 2025. LPMS will increase website and social media traffic related to District information by 10%, annually. Use baseline data from first year of agreement from fiscal year 2024-2025 for website and social media traffic related to District information by 10% annually.
   Tracking Method: **LPMS will provide the baseline metrics of the FY 2024–2025 using analytics tools such as Google Analytics, Meta Insights (Facebook/Instagram), and other platform-specific dashboards. Metrics should include:**
   a. **Website page views and unique visitors**
   b. **Social media reach, engagement, and follower growth**
   c. **Annual reports should compare year-over-year performance against these baseline figures.**
   LPMS will include its efforts and progress in quarterly reports including metrics related to website visits and social media activity. **LPMS will include its efforts and progress in quarterly reports.**

Status:

C. Positive Image

1. LPMS will collect testimonials from 12 or more visitors and 6 or more residents. **LPMS will include its efforts and progress in quarterly reports.**
Status:

4. Organization: This point emphasizes building a strong foundation for a sustainable revitalization effort, including engaging stakeholders, forming partnerships, and fostering a collaborative environment.
A. Partnerships
1. Collaborate with partner organizations – LPMS will complete two joint projects with partner organizations. **LPMS will include its efforts and progress in quarterly reports.**
Status:
B. Volunteer Engagement
1. LPMS will recruit and/or retain 25 volunteers annually. **LPMS will include its efforts and progress in quarterly reports.**
Status:
2. LPMS will attain 500 volunteer hours annually. **LPMS will include its efforts and progress in quarterly reports.**
Status:
3. The LPMS Executive Director will maintain active participation on two volunteer committees. **LPMS will include its efforts and progress in quarterly reports.**
Status:
C. Resource Management

1. LPMS will spend no more than 40% of funds received from the City under this Agreement on salaries. **LPMS will include its efforts and progress in quarterly reports.** (see 5. Budget and Budget Report Form).
Status:
2. LPMS will explore sustainable funding sources beyond the program period and report on explored funding sources outside of the City of Fort Pierce designated funds to ensure the organization's sustainability. LPMS will include its efforts and progress in quarterly reports. (see 5. Budget and Budget Report Form). **LPMS will include its efforts and progress in quarterly reports.**
Status:

5. Budget: LPMS will include the following information in its quarterly financial reports and quarterly presentations to the City Commission. **Also complete attached Exhibit C Revenue and Expense Reporting Form and submit.**
1. Budget Summary: LPMS will provide an overview of the total program funds received including a breakdown of the budget into major categories (e.g., personnel, supplies, equipment).
2. Income Sources: LPMS will specify other sources of income (if any) contributing to the program and highlight any matching funds or in-kind contributions.
3. Detailed Expenses with Budget Justification: LPMS will itemize expenses with specific amounts for each category. Include both direct costs (directly related to the program) and indirect costs (overhead). LPMS will explain the rationale behind each expense.
4. Conclusion: LPMS will summarize financial performance. Mention any adjustments made during implementation.

EXHIBIT C

LP Main Street Quarterly Revenue and Expense Reporting Form

Exhibit C

Main Street Fort Pierce, Inc. Quarterly Revenue and Expense Reporting Form

Fiscal Year ending September 30, 2026

Organization Name:

Quarter ended:

Revenue Section

Revenue Source	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date Total
Municipal Revenue					
Donations					
Fundraising Events					
Membership Fees					
Fundraising Events					
Program Service Revenue					
Other Income (specify)					
Total Revenue	$0.00	$0.00	$0.00	$0.00	$0.00

Expense Section

Expense Category	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date Total
Salaries and Wages					
Rent/Utilities					
Office Supplies					
Program Expenses					
Marketing/Outreach					
Contracted Events					
Travel & Training					
Professional Services					
Other Expense - Insurance					
Total Expenses	$0.00	$0.00	$0.00	$0.00	$0.00

Summary

Expense Category	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date
Total Revenue	$0.00	$0.00	$0.00	$0.00	$0.00
Total Expenses	$0.00	$0.00	$0.00	$0.00	$0.00
Net Surplus/Deficit	$0.00	$0.00	$0.00	$0.00	$0.00

EXHIBIT D

Affidavit Regarding the Use of Coercion for Labor or Services

Exhibit D

CITY OF FORT PIERCE

Affidavit Regarding the Use of Coercion for Labor or Services

Vendor Name: Lincoln Park Main Street
Authorized Representative's Name and Title: David Washington, President
Address: 2016 Grey Falcon Circle SW
City: Vero Beach State: FL Zip Code: 32962
Phone Number: 772 643 5159 Email Address: david.washington@Tesla.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: _____ David T. Washington 12/30/2025
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF St. Lucie.

Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this 30th day of December, 2025 by _____, who is ☑ personally known or □ produced identification (ID produced: _____).

Notary Public Signature: Sharon Evans (Seal)

Print Name: SHARON EVANS My Commission Expires:

Notary Public State of Florida
Sharon Evans
My Commission HH 730406
Expires 12/8/2029

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 03/02/2026

Re: Audit Ordinance

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 26-003 establishing the requirement for an annual fiscal audit and providing that any contract for audit services shall not exceed an initial term of three years, but may include an option to renew for two, one (1) year renewals; additionally it requires that the city shall appoint a new auditor at least every five years. SECOND READING

SUMMARY:

The City believes it is prudent, in the best interest of the City and its citizens, and in line with best practices to establish a limit on the number of consecutive years an auditor may provide auditing services for the City or serve as the auditor for the City.

RECOMMENDATION:

Adopt the ordinance.

ALTERNATIVES:

Do not adopt or adopt with modifications.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Richard Chess, City Manager

Fiscal Impact

OTHER INFORMATION:

No fiscal impact anticipated.

Attachments

26-003

Business Impact Estimate

City Attorney Approval

Proof of Publication

ORDINANCE NO. 26-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 2 - ADMINISTRATION, ARTICLE V – FINANCE, TO CREATE SECTION 2-427 - CITY AUDITING SERVICES TO REQUIRE AN ANNUAL AUDIT AND ESTABLISH HOW AN AUDITOR IS SELECTED, CONTRACTING REQUIREMENTS FOR AN AUDITOR, AND LIMITATIONS ON THE NUMBER OF YEARS AN AUDITOR MAY PROVIDE SERVICES TO THE CITY;** REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2020, the City undertook a review and recodification of the City of Fort Pierce Charter and Code of Ordinances for the City of Fort Pierce using the services of MuniCode Corporation and certain codes and elements of the Charter were removed pursuant to Section 166.021, Florida Statutes, as a limitation on power or assumed ordinance status; and

WHEREAS, as part of the recodification, adopted via Ordinance 20-014 on July 20, 2020, Section 38 of the Charter regarding the requirement for an independent annual audit was removed and assumed ordinance status; and

WHEREAS, Section 38 of the Charter was additionally deemed obsolete in light of Section 218.39, Florida Statutes; and

WHEREAS, the City believes it is prudent, in the best interest of the City and its citizens, and in line with best practices to establish a limit on the number of consecutive years an auditor may provide auditing services for the City or serve as the auditor for the City.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 2 - Administration, Article V - Finance, Section 2-427 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby created and the same shall read as follows:

~~Secs. 2-427-2-436. – Reserved.~~

Sec. 2-427. – City auditing services.

(a) For purposes of this section, the word “auditor” shall include an individual certified public accountant and the firm, company, or business with whom the individual certified public account is employed or associated.

(b) In accordance with F.S. § 218.39, the city shall engage an independent certified public accountant to conduct an annual fiscal year audit, selected pursuant to F.S. § 218.391.

(c) A contract for auditing services with an auditor shall not exceed an initial term of three (3) years, but may include an option to renew the contract for two (2) one (1) year renewals.

(d) No auditor may provide auditing services for a period of more than five (5) consecutive fiscal year audits. The city shall appoint a new auditor at least every five (5) years.

(e) Following the expiration of a contract with an auditor, the same auditor may not apply for or be selected by the city to provide auditing services for at least one (1) year following the expiration of the auditor's contract.

Secs. 2-428-2-436. - Reserved.

SECTION 2. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 26-003 was duly advertised by title only in the St. Lucie News Tribune on February 7, 2026; copy of said Ordinance was made available at the Office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on February 27, 2026; and was duly introduced, read by title only, and passed on second and final reading on March 2, 2026 by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of March, 2026.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

BUSINESS IMPACT ESTIMATE

SUBMITTED BY: Linda Cox, City Clerk

SUBJECT: Ord. 26-003 - Establishing selection of Auditor; Limit Years of Service

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

   The ordinance establishes the need for an annual fiscal audit and provides that any contract for audit services shall not exceed an initial term of three years, but may include an option to renew for two, one (1) year renewals. The ordinance requires that the city shall appoint a new auditor at least every five years.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

      Approval of this ordinance does not create any new financial obligation.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

      There are no new charges or fees anticipated.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      There are no City regulatory costs anticipated.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

   The ordinance is not anticipated to have any impact on businesses.

4. Any additional information the Commission may find useful.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. Sections 190.005 and 190.046; 351
    c. Section 553.73, relating to the Florida Building Code; or
    d. Section 633.202, relating to the Florida Fire Prevention Code.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	LINDA COX, CITY CLERK
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	ORDINANCE ESTABLISHING ANNUAL AUDIT, SELECTION OF AUDITING FIRM AND LIMITING NUMBER OF YEARS FOR AUDITOR
CAO RLS FILE:	RLS 26-25
DATE:	JANUARY 23, 2026

I have reviewed the above Request for Legal Services (RLS) regarding an Ordinance establishing limits and conditions for fiscal year financial audits in the City pursuant to state statute. I have made suggested changes to the Ordinance. The Ordinance has been uploaded in a Track Changes format and a Clean Copy format for your review. The Ordinance, as provided in the Clean Copy, 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

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

Received
FEB 17 2026
City Clerk's Office

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart 02/06/2026
SCN tcpalm.com 02/06/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/06/2026

Legal Clerk

Notary, State of WI, County of Brown

4-7-29

My commission expires

Publication Cost:	$126.72	
Tax Amount:	$0.00	
Payment Cost:	$126.72	
Order No:	12035476	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0448927	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Florida Statute 166.041, will hold Public Hearings, on Tuesday, February 17, 2026 and Monday, March 2, 2026 at their meetings which begin at 5:05 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 26-003 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 2 - ADMINISTRATION, ARTICLE V – FINANCE, TO CREATE SECTION 2-427 - CITY AUDITING SERVICES TO REQUIRE AN ANNUAL AUDIT AND ESTABLISH HOW AN AUDITOR IS SELECTED, CONTRACTING REQUIREMENTS FOR AN AUDITOR, AND LIMITATIONS ON THE NUMBER OF YEARS AN AUDITOR MAY PROVIDE SERVICES TO THE CITY; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinance; said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
February 6 2026
LSAR0448927

City Commission Regular Meeting - 5:05 PM **13. A.**

Meeting Date: 03/02/2026

Re: Resolution 26-R11 Arts and Culture Advisory Board as appointee

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R11 appointing Jessica Barclay to the Arts and Culture Advisory Board as appointee of the Board.

SUMMARY:

The Arts and Culture Advisory Board consists of seven (7) members. Each member of the City Commission shall appoint one member to serve concurrently with the appointing commissioner's term. Subject to the approval of the City Commission, the Arts and Culture Board shall nominate two (2) members who shall serve a term of two (2) years each. Ginetta Bernard resigned her position as one of the Board Appointees. At their January meeting, the Arts and Culture Advisory Board voted unanimously to recommend Jessica Barclay for appointment by the City Commission.

RECOMMENDATION:

Approve the Resolution.

ALTERNATIVES:

Seek applicants.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Audria Moore, City Manager's Office

Attachments

Resolution

Application

RESOLUTION NO. 26-R11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Arts and Culture Advisory Board was established via Resolution No. 17-R22 and amended via Resolution 21-R68.

WHEREAS, the Arts and Culture Advisory Board, at their meeting on January 20, 2026, selected Jessica Barclay to serve as Board appointee.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that Jessica Barclay is hereby affirmed to serve as a member of the Arts and Culture Advisory Board; said term to commence upon adoption of this resolution and to expire March 2, 2028, or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 2nd day of March 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 #24380

Date Submitted: 10/30/2025

Name of Board or Boards for which you are applying:*

Arts and Culture Advisory Board

Name:*

Jessica Kadie Barclay

Home Address:*

814 S 12th Street

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

2 years

Telephone Number*

7247574977

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Manager

Employer:*

Fort Pierce Utilities Authority

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ]

Yes

☑

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:

FPUA/Manatee Center, 480 N Indian River Drive

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
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I serve as Manager of the Manatee Center, overseeing operations, staff, budget, and strategic direction for a leading cultural and environmental site in downtown Fort Pierce. I bring more than 15 years of leadership experience in nonprofit and museum management, including visitor services, education, and community engagement. I hold a graduate degree in Public Management from Carnegie Mellon University and an undergraduate degree in Fine Arts from the University of Nebraska–Lincoln. My expertise includes organizational planning, operational efficiency, and partnership development. My work focuses on aligning mission-driven organizations with community priorities through measurable outcomes and effective governance. I bring a management perspective grounded in accountability, cross-sector collaboration, and results-oriented planning to strengthen and sustain Fort Pierce's arts and cultural assets.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Audria Moore

Applicant Email Address:*

jessicakadiebarclay@gmail.com

Date:*

10/29/2025

Applicant's Signature:*

Jessica Kadie Barclay

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

City Commission Regular Meeting - 5:05 PM **13. B.**

Meeting Date: 03/02/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R12 Appointing Hoyt Murphy, Jr. to the City of Fort Pierce Historic Preservation Board as Commissioner Dzadovsky's appointee.

SUMMARY:

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Chris Dzadovsky

Attachments

Resolution

Application

RESOLUTION NO. 26-R12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE HISTORIC PRESERVATION BOARD,** PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Historic Preservation Board membership is established via Chapter 111, Article II, Division 2, Subdivision II, Section 111-89 of the Code of Ordinances of Fort Pierce, Florida.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, as follows:

1. The following be and is hereby appointed by the City Commission to serve as a member of the Historic Preservation Board; said term shall run concurrent with the that of the appointing Commissioner, or when a successor has been duly appointed.

- Hoyt Murphy appointed by Commissioner Dzadovsky

BE IT FURTHER RESOLVED that this Resolution shall become effective March 2, 2026.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 2nd day of March, 2026.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES, ESQ.
CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #24607

Date Submitted: 2/13/2026

Name of Board or Boards for which you are applying:*

Historic Preservation Board

Name:*

Hoyt Murphy Jr.

Home Address:*

2400 South Ocean Drive Apt 4200d

City:*

Fort Plerce

State:*

FL

Zip:*

34949

How long at this address?*

39 years

Telephone Number*

772-971-7424

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Realtor

Employer:*

Coldwell Banker Paradise

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x]

Yes

No

If yes, in which organization and in what capacity?

always in communication with FPUA on utilities availabilies for my developer clients

Are you employed by a business that is located within the City of Fort Pierce?*

Yes

No

If yes, state the business and location:

Coldwell Banker Paradise. Same location since 1949. 411 North US #1

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
- [x] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I have the honor of owning(caretaker) of 4 commercial buildings in Fort Pierce that are all over 100 years old. I have day to day experience of knowing the challenges of owning historic buildings

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

CRA Advisory Board which I would resign from if appointed to this board

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:*

Chris Dzadovsky

Applicant Email Address:*

hoytmurphy@hotmail.com

Date:*

2/13/26

Applicant's Signature:*

Hoyt C. Murphy Jr.

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

City Commission Regular Meeting - 5:05 PM **13. C.**

Meeting Date: 03/02/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R13 Appointing Charlie Hayek to the City of Fort Police Community Advisory Committee as Commissioner Dzadovsky's appointee.

SUMMARY:

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Chris Dzadovsky

Attachments

Resolution

Application

RESOLUTION NO. 26-R13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE POLICE COMMUNITY ADVISORY COMMITTEE**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed or reappointed by the City Commission to serve as members of the Police Community Advisory Committee which was established via Resolution No. 18-R32 and amended by Resolution No. 18-R37; 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.

Name	Appointed by:
Charlie Hayek	Commissioner Dzadovsky

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 2nd day of March, 2026.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #24213

Date Submitted: 8/20/2025

Name of Board or Boards for which you are applying:*

police community advisory board

Name:*

CHARLIE HAYEK

Home Address:*

1111 Fernandina Street

City:* Fort Pierce

State:* FL

Zip:* 34949

How long at this address?* 11 years

Telephone Number* 7728281080

If less than two years, provide prior address:

1111 Fernandina Street

Are you a citizen of the United States? *

☑ Yes

☐ No

Occupation: *

General Contractor

Employer:*

Hayek Construction

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:

building construction

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

Yes

☑ No

If yes, in which organization and in what capacity?

Fort Pierce

Are you employed by a business that is located within the City of Fort Pierce?*

☑ Yes

☑ No

If yes, state the business and location:

Hayek Construction 1111 Fernandina Street

Do you have special training or knowledge in the area of:

Engineering:*

☑ Yes

☐ No

Architecture:*

☑ Yes

☐ No

Real Estate Brokering:*

☑ Yes

☐ No

Finanace/Accounting:

☑ Yes

☐ No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

BSBA Univ of Florida MS degree FIU Univ. Attended Citizens Police Academy

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Historical Preservation Board

Have you ever been convicted of a felony?*

- [ ] Yes

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:*

Chief Robert Ridle

Applicant Email Address:*

cchawk77@aol.com

Date:*

8/20/2025

Applicant's Signature:*

CHARLIE HAYEK

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

City Commission Regular Meeting - 5:05 PM **13. D.**

Meeting Date: 03/02/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R14 Appointing Krista Storey to the City of Fort Pierce Planning Board as Commissioner Dzadovsky's appointee.

SUMMARY:

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Chris Dzadovsky

Attachments

Resolution

Application

RESOLUTION NO. 26-R14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED that Krista Storey be and is hereby appointed and/or reappointed by the City Commission to serve as a member of the City Planning Board; said term 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.

Name:	Appointed by:
Krista Storey	Commissioner Dzadovsky

BE IT FURTHER RESOLVED that this Resolution shall become effective March 2, 2026.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 2nd day of March 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 #24648

Date Submitted: 2/18/2026

Name of Board or Boards for which you are applying:*

Planning Board

Name:*

Krista A. Storey

Home Address:*

4019 Gator Trace Road

City:*

Fort Pierce

State:*

FL

Zip:*

34982

How long at this address?*

5 years

Telephone Number*

7723321867

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Semi retired attorney

Employer:*

myself - Polymath Law

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ]

Yes

☑

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

No

No

No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

38 years as a local government attorney concentrating on land use and comprehensive planning. See attached resume for additional details

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ]

Yes

☑

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:*

Chris Dzadovsky

Applicant Email Address:*

krista@polymathlaw.com

Date:*

February 18, 2026

Applicant's Signature:*

Krista A. Storey

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

[redacted].

Upload Resume (Optional)

Resume 2026.pdf

City Commission Regular Meeting - 5:05 PM **13. E.**

Meeting Date: 03/02/2026

Re: Auditor Selection Committee

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 26-R15 Appointing members to the Auditor Selection Committee

SUMMARY:

City of Fort Pierce established an Auditor Selection Committee by Resolution 26-R03 in accordance with Section 218.391(2)(b), Florida Statutes.

RECOMMENDATION:

Adopt the resolution.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor and City Commissioners

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

26-R15

RESOLUTION NO. 26-R15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE AUDITOR SELECTION COMMITTEE**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce established an Auditor Selection Committee by Resolution 26-R03 in accordance with Section 218.391(2)(b), Florida Statutes.

BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Auditor Selection Committee pursuant to Resolution 26-R03.

Name:	Appointed by:
Curtis Johnson, Jr.	Commission appointee serving as Chair
Glenda Cavalcanti	Mayor Hudson
Jeremiah Johnson	Commissioner Broderick
Torri Chronister	Commissioner Dzadovsky
Darrell Drummond	Commissioner Gaines

BE IT FURTHER RESOLVED that this Resolution shall become effective March 2, 2026.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 2nd day of March 2026.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
CITY ATTORNEY

City Commission Regular Meeting - 5:05 PM **13. F.**

Meeting Date: 03/02/2026

Re: FDOT MMOA for 441714-1 and 441715-1 US1/Virginia Avenue Drainage Improvements

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Resolution 26-R16 approving two Maintenance Memorandum of Agreement contracts from FDOT for the maintenance of improvements along US 1, Virginia Avenue, Indian Hills Drive, Savannah Road, Heathcote Drive, Gardenia Avenue and the Mayflower Canal.

SUMMARY:

FDOT Project 441714-1-52-01 (along Savannah Road from US 1 to Heathcote Drive) and Project 441715-1-52-01 will construct drainage and stormwater upgrades and improvements along the Mayflower Canal from SR 70 (Virginia Avenue to Gardenia Avenue) and along Gardenia Avenue from Mayflower Canal to the Virginia Avenue Outfall Canal.

Additionally, Project 441715-1-52-01 will construct improvements along Indian Hills Drive, specifically French Drain and supporting pipes and manholes, within City Right of Way that will be maintained by FDOT. The proposed improvements are detailed in Exhibit A of the MMOA's and the plan sheets are included in the contracts as well.

Staff has coordinated with FDOT and the City Attorney's office for approval of these agreements.

Because of the current schedule, FDOT has requested these MMOA's be executed as soon as possible.

RECOMMENDATION:

Staff recommends approval of the MMOA's and authorization for signatures.

ALTERNATIVES:

Do not approve the MMOA's and provide preferences for further coordination with FDOT.

RESPONSIBLE STAFF:

Mark Zrallack, P.E.
Tracy Telle

COORDINATED WITH:

FDOT
City Attorney

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: TBD
Account: 0014006-546120
Amount: TBD
FISCAL IMPACT:
Future maintenance costs are undetermined and would be the responsibility of Public Works Streets and Drainage

---

Attachments

441714-1 MMOA
441715-1 MMOA
Resolution 26-XXX
CAO Memorandum

SECTION No: 94010000 & 94030000
COUNTY: St. Lucie
S.R. No: 5/US-1 & 70/Virginia Ave
FM No: 441714-1-52-01 & 441715-1-52-01

FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA)

THIS AGREEMENT, made and entered into on _____ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION,** a component agency of the State of Florida hereinafter called the **DEPARTMENT,** and **CITY OF FORT PIERCE,** a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY.**

WITNESSETH

WHEREAS, the **AGENCY** has jurisdiction over Savannah Road, Heathcote Drive, Virginia Avenue Outfall Canal (Canal 7G), Gardenia Avenue and Mayflower Canal (Canal 7D); and

WHEREAS, the **DEPARTMENT** seeks to install certain drainage and stormwater upgrades, including but not limited to regrading of the Mayflower Canal, drainage structures along Gardenia Avenue, Savannah Road, SR 70 and US-1 specific elements: 18'', 36", 42",48",54'', 60", 72" and 84" storm drain pipes, concrete end walls, inlets, and manholes, hereinafter called **IMPROVEMENTS,** as described within **Exhibit A (Project Location, Description and Location Map),** and have maintained by the **AGENCY;** and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain all the **IMPROVEMENTS** constructed within the project limits under **FM No. 441715-1-52-01 and outside the DEPARTMENT's right-of-way,** at Mayflower Canal from SR 70/Virginia Avenue to Gardenia Avenue and along Gardenia Avenue from Mayflower Canal to Virginia Avenue Outfall Canal, and **FM No. 441714-1-52-01,** along Savannah Road from US-1/SR 5 to Heathcote Drive, as detailed within **Exhibit A.**

WHEREAS, the Project involves the scope of work as described within **Exhibit A** and **Exhibit B (Construction Plans),** which will benefit the **AGENCY;** and

WHEREAS, the parties hereto mutually recognize the need for entering into an agreement designation and setting forth the responsibilities of each party: and

WHEREAS the **AGENCY** by Resolution Number_____ entered into this date _____ attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The **DEPARTMENT** shall construct under **FM No. 441714-1-52-01** and **FM No. 441715-1-52-01 the IMPROVEMENTS** as detailed in **Exhibit A** and **Exhibit B,** which will benefit the **AGENCY** and the **DEPARTMENT.** The **AGENCY** agrees to maintain the **IMPROVEMENTS** described within **Exhibit A** and **Exhibit B;** and

a) If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.

b) The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA").

c) The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT**.

d) The **AGENCY** must maintain the **IMPROVEMENTS** associated within the limits of the project.

e) All activities including **IMPROVEMENTS** installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the Manual on Uniform Traffic Control (MUTCD) and FDOT Traffic Control through Work Zones.

f) The most current edition of FDOT Standard Plans (Sight Distance at Intersections) must be adhered to.

g) Lateral Offsets as specified in the FDOT Design Manual, Part 2, Chapter 215 must be adhered to.

3. MAINTENANCE OF FACILITIES

The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under Project Number **441714-1-52-01** and **441715-1-52-01 as** provided herein. Maintenance by the **AGENCY** will include but not limited to inspection, repair, restoration, replacement and general maintenance of all features within the limits of construction: drainage and stormwater upgrades, including but not limited to regrading of the Mayflower Canal, drainage structures along Gardenia Avenue, Savannah Road, SR 70 and US-1 specific elements: 18'', 36", 42",48",54'', 60", 72" and 84" storm drain pipes, concrete end walls, inlets, and manholes at locations as described within **Exhibit A.**

a) The **AGENCY** agrees to maintain as its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to laws and regulations relating to the Americans with Disabilities Act (ADA") of 1990, as currently enacted or as may be amended from time to time.

b) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or **AGREEMENT** termination, The **AGENCY** shall not change or deviate from the maintenance required by the **AGENCY's** approved standards.

c) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents and vermin, including removal of nests as needed.

d) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the light poles or other assets occurring as a result of maintaining the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.

e) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn out parts of the **IMPROVEMENTS**. The **AGENCY**'s responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary inspection, maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair, and replacement due to normal wear and tear, named storm event, acts of God, vandalism and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.

f) The **AGENCY** shall be responsible for the **IMPROVEMENTS** as referenced in **Exhibit A** immediately after final acceptance of the construction project by the **DEPARTMENT.**

g) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or **AGREEMENT** termination.

h) It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans for Roadway Construction, (e) Manual on Uniform Traffic Control Devices (MUTCD), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.

i) Any work impacting traffic flow on SR 70/Virginia Avenue or SR 5/US-1 must be coordinated with the **DEPARTMENT.** Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENTS** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCES

If at any time while the terms of this **AGREEMENT** are in effect it shall come to the attention of the **DEPARTMENT** that the **AGENCY'S** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **CITY OF FORT PIERCE, CITY MANAGER**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days in the event of an emergency or failure within which to correct the citied deficiency or deficiencies or as agreed to between the parties which is reasonable to the circumstances. If the deficiencies are not corrected within the time period, the **DEPARTMENT** may at it's option, proceed under one or more or a combination of the following items.

a) The **DEPARTMENT** may repair any item or a number of items corrective actions, including the cleaning of the **IMPROVEMENTS** will be performed with the **DEPARTMENT** and/or its independent contractor's materials equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.

b) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item or existing item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.

c) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and remove within the limits of the **DEPARTMENTS** Right-of-Way, by the **DEPARTMENT** or its Contractor's personnel all of the **IMPROVEMENTS** installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. AGREEMENT TERMINATION

This **AGREEMENT** may be terminated under any one (1) of the following conditions

a) By the **DEPARMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT**, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.

b) By the **DEPARMENT,** for refusal by the **AGENCY** to 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 **AGENCY** in conjunction with this **AGREEMENT**.

c) By the **DEPARTMENT,** within a six (6) month written notice.

7. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

8. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

B. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

C. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

1) **AGENCY'S** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of $500,000.00 per Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.

2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.

3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the

DEPARTMENT with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of

9. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and

2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

10. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except other agreements under **FM No. 441714-1-52-01 and 441715-1-52-01**

11. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

12. DISPUTES

The **DEPARTMENT** shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount value thereof. Should

the **AGENCY** disagree with the **DEPARTMENT'S** decision, the **AGENCY** may pursue any and all legal and equitable remedies available under this **AGREEMENT**.

13. ASSIGNMENT

This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT.**

14. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The venue for any dispute arising from this **AGREEMENT** shall be in St. Lucie County, Florida.

15. NOTICES

Any and all notices given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT:**

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421

If to the **AGENCY**:

City of Fort Pierce
Attention: City Manager
100 U.S. 1
Fort Pierce FL 34950

16. LIST OF EXHIBITS

Exhibit A: Project Location, Description and Project Aerial
Exhibit B: Plans

IN WITNESS OF THE FOREGOING, the parties have set their hands the day and year first written above.

AGENCY

City of Fort Pierce, a municipal
Corporation of the State of Florida

By: _____ **Date:** _____
Mayor

Printed name: _____

ATTEST:

By: _____ **Date:** _____
City Clerk

Printed name: _____

Approved as to form

By: _____ **Date** _____
City Attorney

Printed name: _____

IN WITNESS OF THE FOREGOING, the parties have set their hands the day and year first written above.

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Paul A. Lampley, P. E., Director of Operations

Date: _____

Approval as to Form:

Sign: _____

Elizabeth Quintana, District General Counsel

Date: _____

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL

I. Project Location

The **IMPROVEMENTS** associated with this **AGREEMENT** are located within the city of Fort Pierce in St Lucie County, Florida, along Mayflower Canal from SR 70/Virginia Avenue to Gardenia Avenue and along Gardenia Avenue from Mayflower Canal to Virginia Avenue Outfall Canal, and **FM No. 441714-1-52-01,** along Savannah Road from US-1/SR 5 to Heathcote Drive

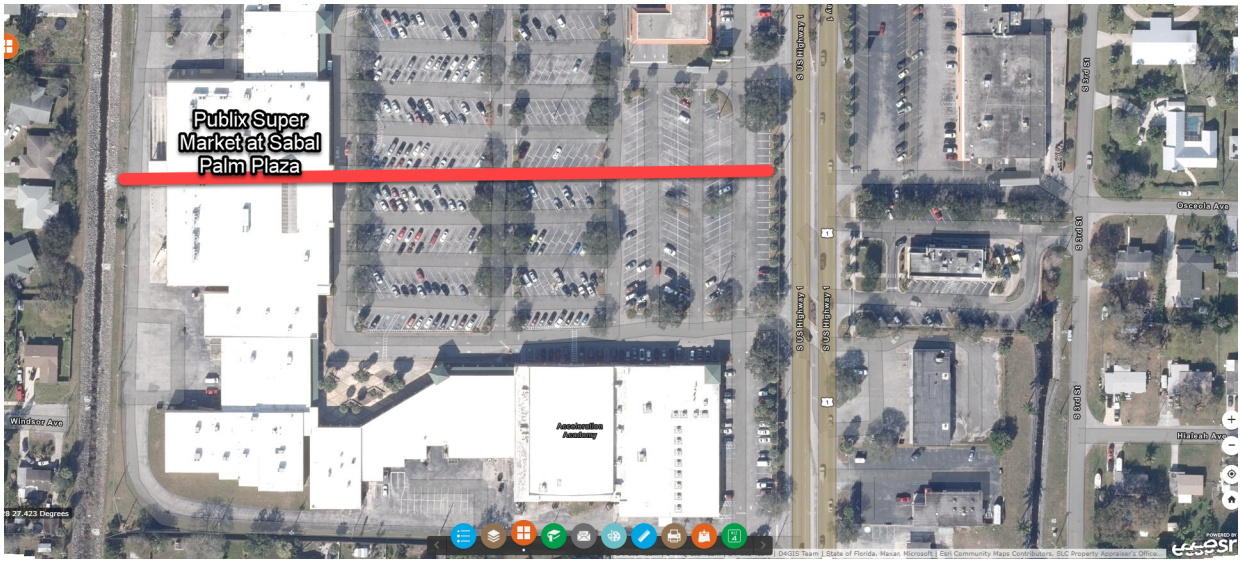
II. Description

The proposed project consists of installation of drainage and stormwater upgrades, including but not limited to regrading of the Mayflower Canal, drainage structures along Gardenia Avenue, Savannah Road, SR 70 and US-1 specific elements: 18'', 36", 42",48",54'', 60", 72" and 84" storm drain pipes, concrete end walls, inlets, and manholes.

III. Aerial

a) FM No. 441714-1-52-01

(2) 60" drain pipes East to West of US-1:

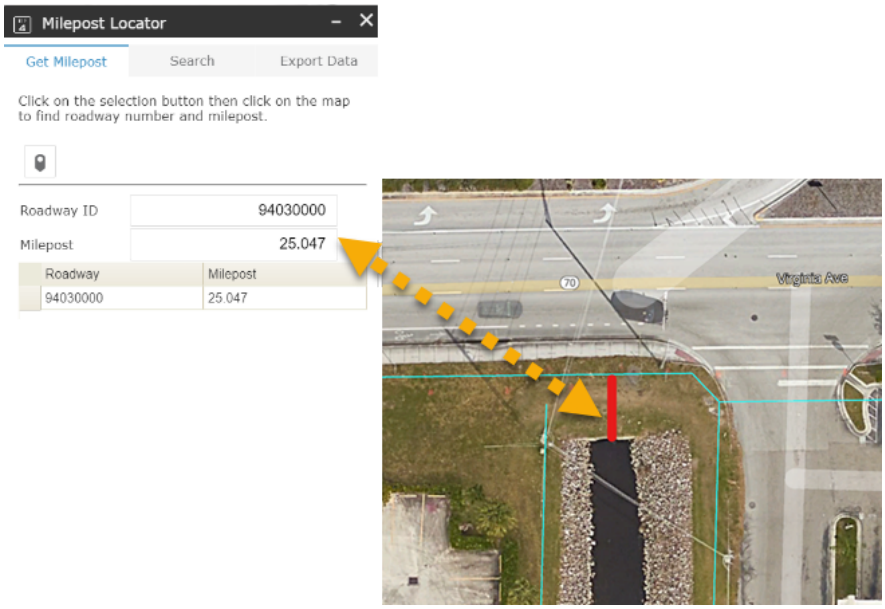


b.) FM No. 441714-1-52-01

Savannah Road from US-1/SR 5 to Heathcote Drive

c.) FM No. 441715-1-52-01

Mayflower Canal (Canal 7D) from SR 70/ Virginia Avenue to Gardenia Avenue



d.) FM No. 441715-1-52-01

Gardenia Avenue from Mayflower Canal (Canal 7D) to Heathcote Drive/Virginia Avenue Outfall Canal (Canal 7G).

EXHIBIT B

PLANS

Draft Plans by Alex Paradiz, P.E., as approved by the Department.

PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
14	1	KEY SHEET
15 - 17	48,56,57	ROADWAY PLAN

[The remainder of this page intentionally left blank.]

THIS PROJECT TO BE LET TO CONTRACT WITH
FINANCIAL PROJECT ID(S): 441715-1-52-01

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
~~SIGNING AND PAVEMENT MARKING PLANS~~
~~SIGNALIZATION PLANS~~
~~LANDSCAPING PLANS~~

INDEX OF ROADWAY PLANS

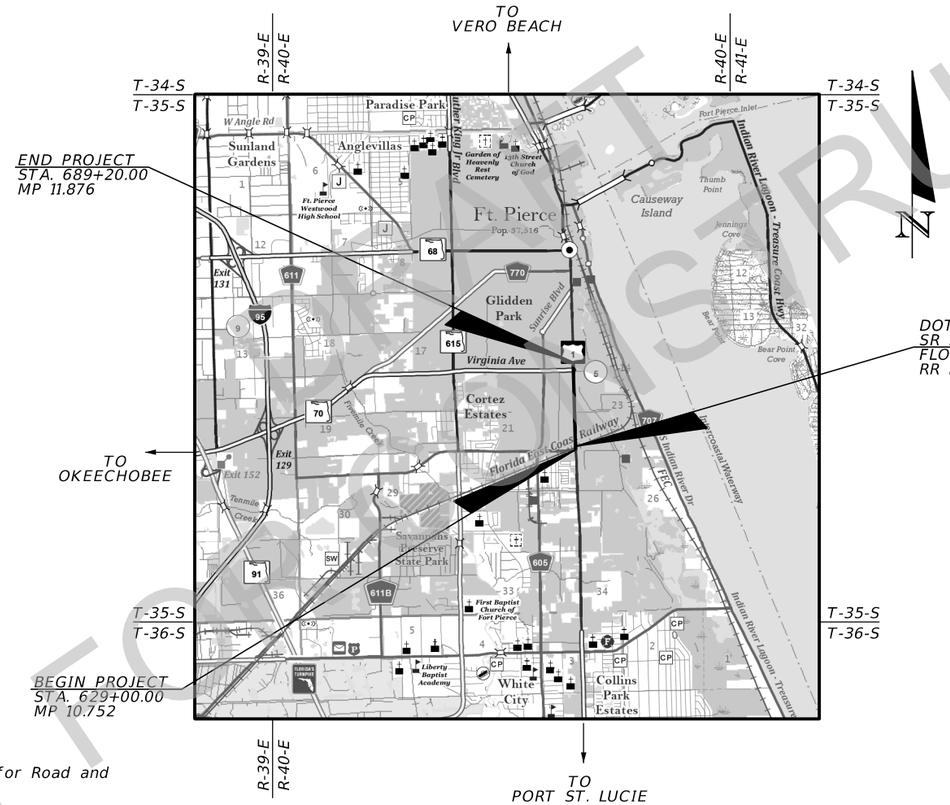
SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
~~1A~~	~~NOTES TO REVIEWERS~~
~~2~~	~~SIGNATURE SHEET~~
~~3 - 17~~	~~DRAINAGE MAP~~
~~18 - 24~~	~~TYPICAL SECTIONS~~
~~25 - 32~~	~~TYPICAL SECTION DETAILS~~
~~33 - 34~~	~~OPTIONAL MATERIALS TABULATION~~
~~35 - 37~~	~~PROJECT LAYOUT~~
~~38 - 42~~	~~PROJECT CONTROL~~
~~43~~	~~GENERAL NOTES~~
44 - 57	ROADWAY PLAN
~~58 - 71~~	~~ROADWAY PROFILE~~
~~72 - 75~~	~~INTERSECTION DETAIL~~
~~76 - 89~~	~~TURNOUT PROFILE~~
~~90 - 91~~	~~TRAFFIC MONITORING SITE~~
~~92 - 134~~	~~DRAINAGE STRUCTURES~~
~~135~~	~~DRAINAGE DETAILS~~
~~136~~	~~SPECIAL DETAILS~~
~~137 - 216~~	~~CROSS SECTIONS~~
~~217 - 280~~	~~TEMPORARY TRAFFIC CONTROL PLAN~~
~~281 - 294~~	~~UTILITY ADJUSTMENT PLAN~~
~~GR-1 - GR-1*~~	~~ROADWAY SOIL SURVEY~~

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

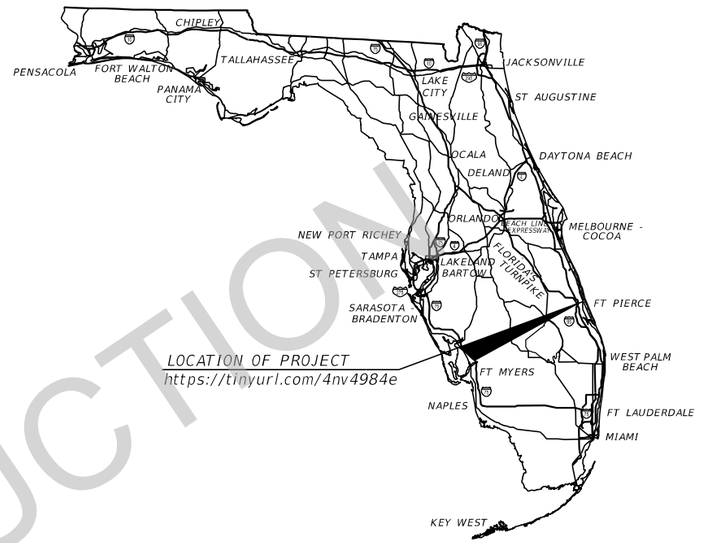
CONTRACT PLANS

FINANCIAL PROJECT IDs 441714-1-52-01, 441714-1-52-02
(FEDERAL FUNDS)
ST. LUCIE COUNTY (94010)

SR-5/US-1 FROM EDWARDS ROAD TO TENNESSEE AVENUE
RESURFACING, RESTORATION AND REHABILITATION / DRAINAGE IMPROVEMENTS



DOT/AAR CROSSING NO. 272243C
SR 5 MP 10.798
FLORIDA EAST COAST RAILWAY (FEC)
RR MP K0000.94



LOCATION OF PROJECT
https://tinyurl.com/4nv4984e

* These sheets are included in the Index of Roadway Plans only to indicate that it is part of the Roadway Plans. These sheets are contained in separate digitally signed and sealed documents.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2025-2026 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS

Florida Department of Transportation, July 2025-2026 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/implemented/SpecBooks

ROADWAY PLANS
ENGINEER OF RECORD:

ALEX PARADIZ, P.E. NO.: 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309
(954) 474-3005
CONTRACT NO.: CA656
VENDOR NO.: F59-2986466

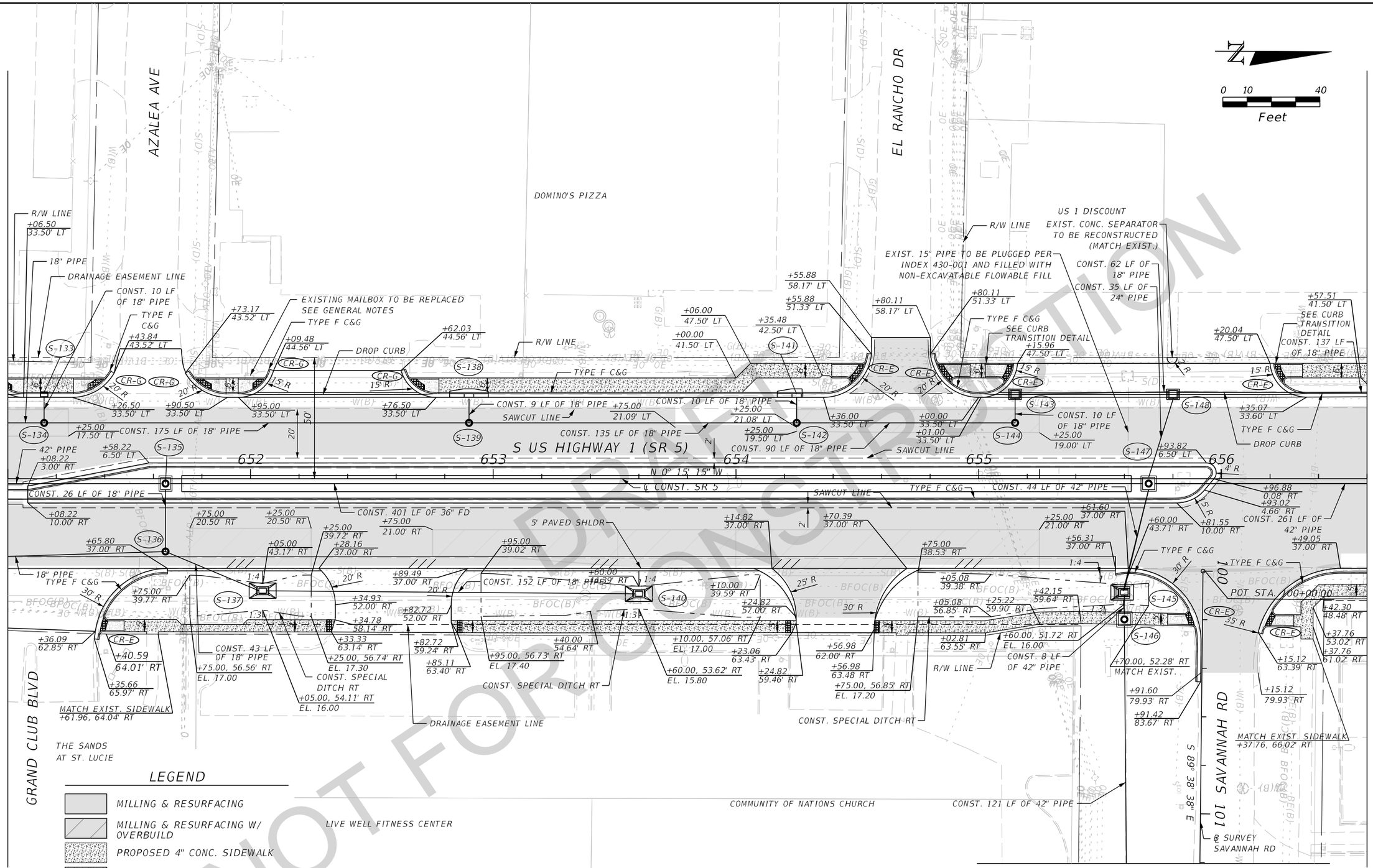
FDOT PROJECT MANAGER:
CLAUDIA VINITSKIY-CALVO, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T4725	27	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NOT FOR CONSTRUCTION

2/3/2026 3:36:22 PM



NOT FOR CONSTRUCTION
PRELIMINARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	ST. LUCIE	441714-1-52-01

ROADWAY PLAN

SHEET NO. 48

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

N

0 10 40
Feet

HEATHCOTE DR

R/W LINE

MATCH LINE STA. 101+20.00

MATCH LINE STA. 106+80.00

℄ SURVEY SAVANNAH RD

SAVANNAH RD

102 103 104 105 106

50'

S 89° 38' 38" E

+44.00 16.00' RT
+54.00 26.28' RT
+56.40 25.06' RT
1:3
+56.40 31.89' RT
+54.00 30.67' RT
+44.00 40.00' RT
S-146A_OUT
CONST. 42" PIPE

+43.10 2.00' RT
+55.08 7.97' RT
+42.00 16.00' RT
+42.00 40.00' RT
SD-401
TYPE D CURB
+51.53 49.00' RT
+56.86 42.75' RT
+61.60 31.11' RT
+62.00 25.24' RT

+56.66 10.07' RT
+58.01 11.85' RT
15' R
20' R
+51.53 49.00' RT
A
+97.00 40.00' RT
CONST. 54 LF OF 42" PIPE

+13.75 0.00' RT
+97.00 14.00' RT
+13.75 2.00' RT
TYPE D CURB
+51.53 49.00' RT
A
+97.00 40.00' RT
SD-401_OUT
CONST. 5 LF OF 18" PIPE WITH CONC. JACKET PER INDEX 430-001

+99.61 36.00' RT EL. 12.40'
+95.45 36.00' (RT)
CONCRETE FLUME (TO BE RESTORED)
R/W LINE
+95.07 42.00' (RT)
+01.05 42.00' RT MATCH EXIST. EL. 15.00'

+04.00 14.00' RT
SD-402
+04.00 40.00' RT
CONST. 38 LF OF 42" PIPE

+43.00 14.00' RT
SD-402_OUT
+43.00 40.00' RT

SD-401_OUT
STRAIGHT CONC. ENDWALL
EXIST. GROUNDLINE
PROPOSED DITCH
18" PIPE
0.50'
42" PIPE
SECTION A-A

SD-401
STA. 102+43.00, 28.50' RT
CONST. SIDE DRAIN S EW
INDEX 430-030, EL. 10.70

SD-402
STA. 105+05.00, 27.50' RT
CONST. SIDE DRAIN S EW
INDEX 430-030, EL. 10.50

SD-401_OUT
STA. 102+96.00, 27.50' RT
CONST. SIDE DRAIN S EW
INDEX 430-030, EL. 10.60

SD-402_OUT
STA. 105+42.00, 26.00' RT
CONST. SIDE DRAIN S EW
INDEX 430-030, EL. 10.40

DRAFT
NOT FOR CONSTRUCTION

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SAVANNAH ROAD

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

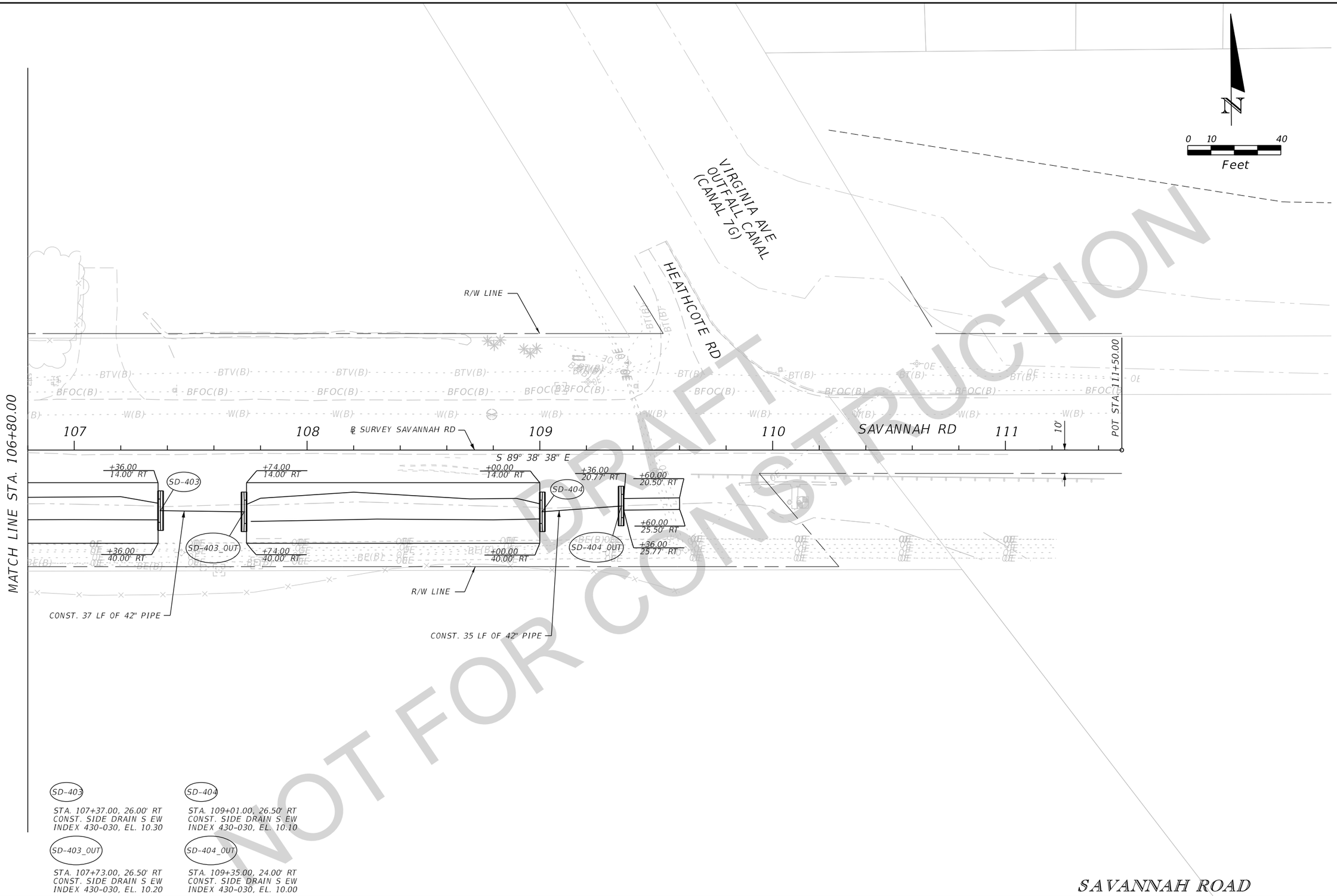
ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	ST. LUCIE	441714-1-52-01

ROADWAY PLAN

SHEET NO. 56



SD-403

STA. 107+37.00, 26.00' RT
CONST. SIDE DRAIN S EW
INDEX 430-030, EL. 10.30

SD-404

STA. 109+01.00, 26.50' RT
CONST. SIDE DRAIN S EW
INDEX 430-030, EL. 10.10

SD-403_OUT

STA. 107+73.00, 26.50' RT
CONST. SIDE DRAIN S EW
INDEX 430-030, EL. 10.20

SD-404_OUT

STA. 109+35.00, 24.00' RT
CONST. SIDE DRAIN S EW
INDEX 430-030, EL. 10.00

DRAFT
NOT FOR CONSTRUCTION

SAVANNAH ROAD

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	ST. LUCIE	441714-1-52-01

ROADWAY PLAN

SHEET NO. 57

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SECTION No: 94030000
COUNTY: St. Lucie
S.R. No: 5/US-1
FM No: 441715-1-52-01

FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA)
For French Drain on off-system roads and state roads

THIS AGREEMENT, made and entered into on _____ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION,** a component agency of the State of Florida hereinafter called the **DEPARTMENT,** and **CITY OF FORT PIERCE,** a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY.**

WITNESSETH

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road (SR) 5/US-1 in the vicinity of State Road 70 and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT,** for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain SR 5/US-1, SR 70 and its drainage system; and

WHEREAS, the **DEPARTMENT** seeks to install certain drainage upgrades**,** specifically French drain, 36" and 48" pipes and manholes, hereinafter called **IMPROVEMENTS** within public domain as described within **Exhibit A (Project Location, Description and Location Map),** and have maintained by the **DEPARTMENT;** and

WHEREAS it is the intent of the **AGENCY** and the **DEPARTMENT** that the **DEPARTMENT** shall maintain the **IMPROVEMENTS** constructed within the project limits under **FM No. 441715-1-52-01**, along Indian Hills Drive from SR 5/US-1 to Sand Mine Lake as detailed within **Exhibit A.**

WHEREAS, the Project involves the scope of work as described within **Exhibit A** and **Exhibit B (Construction Plans),** which will benefit the **AGENCY;** and

WHEREAS the parties hereto mutually recognize the need for entering into an agreement designation and setting forth the responsibilities of each party: and

WHEREAS the **AGENCY** by Resolution Number_____ dated _____ attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The **DEPARTMENT** shall construct under **FM No: 441715-1-52-01** the **IMPROVEMENTS** as detailed in **Exhibit A** and **Exhibit B,** which will benefit the **AGENCY.** The **DEPARTMENT**

agrees to maintain the **IMPROVEMENTS** described herein as: drainage upgrades**,** specifically French drain, 36" and 48" pipes and manholes along Indian Hills Drive from SR 5/US-1 to Sand Mine Lake, as described within **Exhibit A** and **Exhibit B;** and

a) If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.

b) The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA").

c) The **DEPARTMENT** must maintain the **IMPROVEMENTS** associated within the limits according to **Exhibits A**.

3. MAINTENANCE OF FACILITIES

The **DEPARTMENT** agrees to maintain the **IMPROVEMENTS** to be installed under Project Number **441715-1-52-01**, limited to the drainage upgrades**,** specifically French drain, 36" and 48" pipes and manholes, provided herein. Maintenance by the **DEPARTMENT** will include inspection, repair, and general maintenance of said **IMPROVEMENTS** as described within **Exhibit A.**

a) The **DEPARTMENT** agrees to maintain the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include but not be limited to laws and regulations relating to the Americans with Disabilities Act (ADA") of 1990, as currently enacted or as may be amended from time to time.

b) The **AGENCY** shall allow the **DEPARTMENT** to enter in this public domain to maintain without any further permit.

c) The **IMPROVEMENTS** shall be kept clean and free from trash and debris.

d) The **DEPARTMENT** shall be responsible for the **IMPROVEMENTS** as referenced in **Exhibit A** immediately after final acceptance of the construction project by the **DEPARTMENT.**

4. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this **AGREEMENT** may be removed, relocated, or adjusted on Indian Hills Drive at any time in the future as determined to be necessary by the **DEPARTMENT.**

5. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional improvements within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

a) The **AGENCY** will take over maintenance responsibilities of **IMPROVEMENTS** if future **AGENCY** improvements or their maintenance impacts said **IMPROVEMENTS.**

b) The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** with regard to any additional improvements installed at no cost to the **DEPARTMENT.**

6. AGREEMENT TERMINATION

This **AGREEMENT** may be terminated under the following conditions

a) By the **DEPARMENT**, if the **AGENCY** fails to comply with the requirements of this **AGREEMENT** within a six (6) month written notice.

7. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for the length of time that the **IMPROVEMENTS** exist.

8. ENTIRE AGREEMENT

This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the plans under **FM No. 441715-1-52-01.**

9. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

10. DISPUTES

The **DEPARTMENT** shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof. Should the **AGENCY** disagree with the **DEPARTMENT** decision, the **AGENCY** may pursue any and all legal and equitable remedies available under this **AGREEMENT**.

11. ASSIGNMENT

This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT.**

12. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The venue for any dispute arising from this **AGREEMENT** shall be in St. Lucie County, Florida.

13. NOTICES

Any and all notices given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT:**

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421

If to the **AGENCY**:

City of Fort Pierce
Attention: City Manager
100 U.S. 1
Fort Pierce FL 34950

14. LIST OF EXHIBITS

Exhibit A: Project Location, Description and Project Aerial
Exhibit B: Plans

SECTION No: 94030000
COUNTY: St. Lucie
S.R. No: 5/US-1
FM No: 441715-1-52-01

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT PIERCE, FLORIDA

By: _____ **Date:** _____
Mayor

Printed name: _____

ATTEST:

_____ **Date:** _____
City Clerk

Printed name: _____

Approved as to form

_____ **Date** _____
City Attorney

Printed name: _____

IN WITNESS OF THE FOREGOING, the parties have set their hands the day and year first above written.

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Paul A. Lampley, P. E., Director of Operations

Date: _____

Approval as to Form:

Sign: _____

Elizabeth Quintana, District General Counsel

Date: _____

SECTION No: 94030000
COUNTY: St. Lucie
S.R. No: 5/US-1
FM No: 441715-1-52-01

EXHIBIT A

PROJECT LOCATION, DESCRIPTION, AERIAL, AND LOCATION MAP

I. Project Location

The **IMPROVEMENTS** associated with this **AGREEMENT** are located within the City of Fort Pierce in St. Lucie County, Florida, along Indian Hills Drive from SR 5/US-1 to Sand Mine Lake.

II. Description

The proposed project consists installation of certain drainage **IMPROVEMENTS,** drainage upgrades**,** specifically French drain, out fall, 36" and 48" pipes and manholes.

III. Aerial

Indian Hills Drive:
Aerial view-

EXHIBIT B

PLANS

Draft Plans by Alex Paradiz, P.E. as approved by the Department.

PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
09	1	Key Sheet
10-20	33-43	Roadway Plan (1-11)
21-23	85-87	Lateral Ditch Plan-Profile

[The remainder of this page intentionally left blank.]

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
~~SIGNING AND PAVEMENT MARKING PLANS~~
~~LIGHTING PLANS~~
~~LANDSCAPING PLANS~~

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
~~1A~~	~~NOTES TO REVIEWERS~~
~~2~~	~~SIGNATURE SHEET~~
~~3 - 17~~	~~DRAINAGE MAP~~
~~18 - 23~~	~~TYPICAL SECTION~~
~~24~~	~~OPTIONAL MATERIALS TABULATION~~
~~25 - 27~~	~~PROJECT LAYOUT~~
~~28 - 31~~	~~PROJECT CONTROL~~
~~32~~	~~GENERAL NOTES~~
33 - 43	ROADWAY PLAN
~~44 - 50~~	~~ROADWAY PROFILE~~
~~51 - 67~~	~~TURNOUT PROFILE~~
~~68~~	~~INTERSECTION DETAIL~~
~~69~~	~~TRAFFIC MONITORING SITE~~
~~70 - 84~~	~~DRAINAGE STRUCTURES~~
85 - 87	LATERAL DITCH PLAN-PROFILE
~~88 - 99~~	~~LATERAL DITCH CROSS SECTIONS~~
~~100 - 103~~	~~DRAINAGE DETAILS~~
~~104~~	~~SPECIAL DETAILS~~
~~105 - 152~~	~~CROSS SECTIONS~~
~~153 - 170~~	~~TEMPORARY TRAFFIC CONTROL PLAN~~
~~180 - 180~~	~~UTILITY ADJUSTMENT PLAN~~
~~GR 1 - GR 3*~~	~~ROADWAY SOIL SURVEY~~

* These sheets are included in the Index of Roadway Plans only to indicate that it is part of the Roadway Plans. This sheet is contained in separate digitally signed and sealed documents.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2026-2027 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

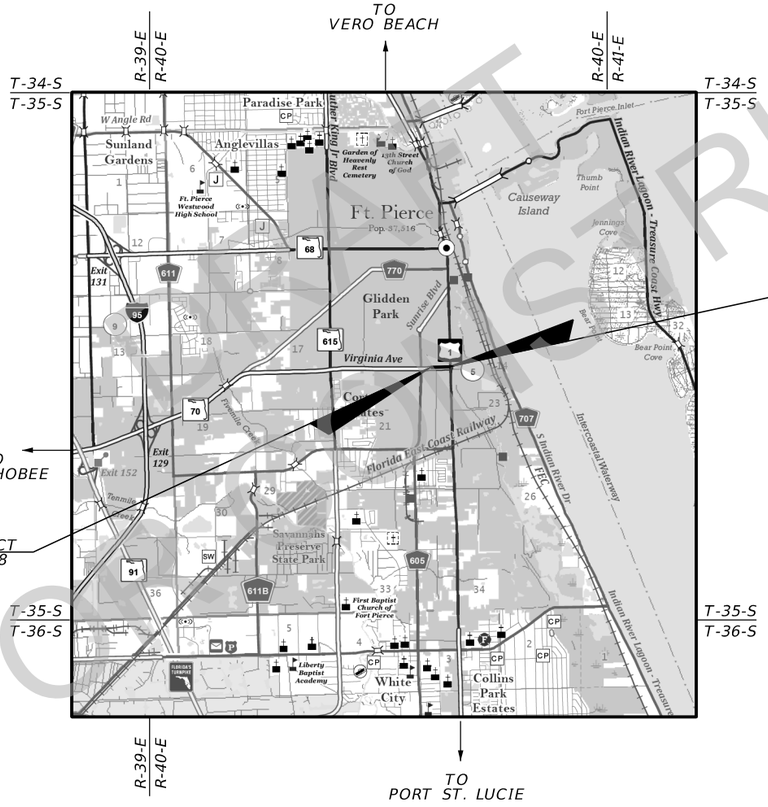
GOVERNING STANDARD SPECIFICATIONS

Florida Department of Transportation, July 2026-2027 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/implemented/SpecBooks

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

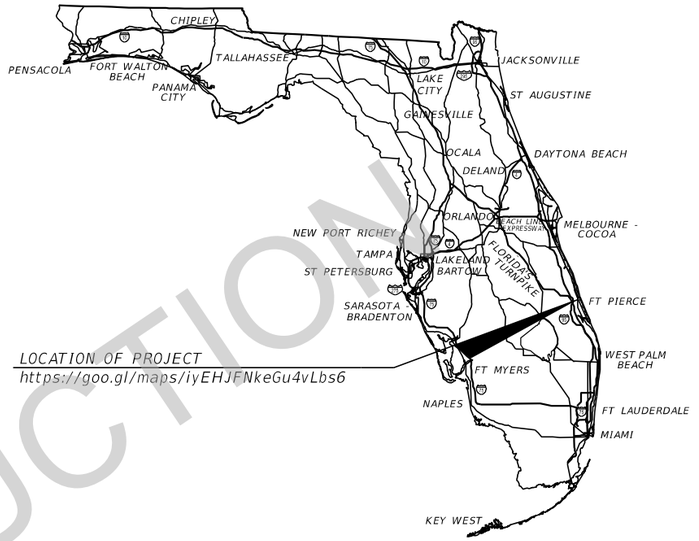
CONTRACT PLANS

FINANCIAL PROJECT IDS 441715-1-52-01
(FEDERAL FUNDS)
ST. LUCIE COUNTY (94030)
OUTFALL FOR SR-70/VIRGINIA AVENUE DRAINAGE IMPROVEMENTS



THIS PROJECT TO BE LET TO CONTRACT WITH FINANCIAL PROJECT ID(S):

441714-1-52-01, 441714-1-52-02



LOCATION OF PROJECT
https://goo.gl/maps/iyEHJFNkeGu4vLbs6

ROADWAY PLANS
ENGINEER OF RECORD:

ALEX PARADIZ, P.E. NO.: 66653
RS&H, INC.
3125 W. COMMERCIAL BLVD., SUITE 130
FORT LAUDERDALE, FL 33309-3451
(954) 474-3005
CONTRACT NO.: CA656
VENDOR NO.: F59-2986466

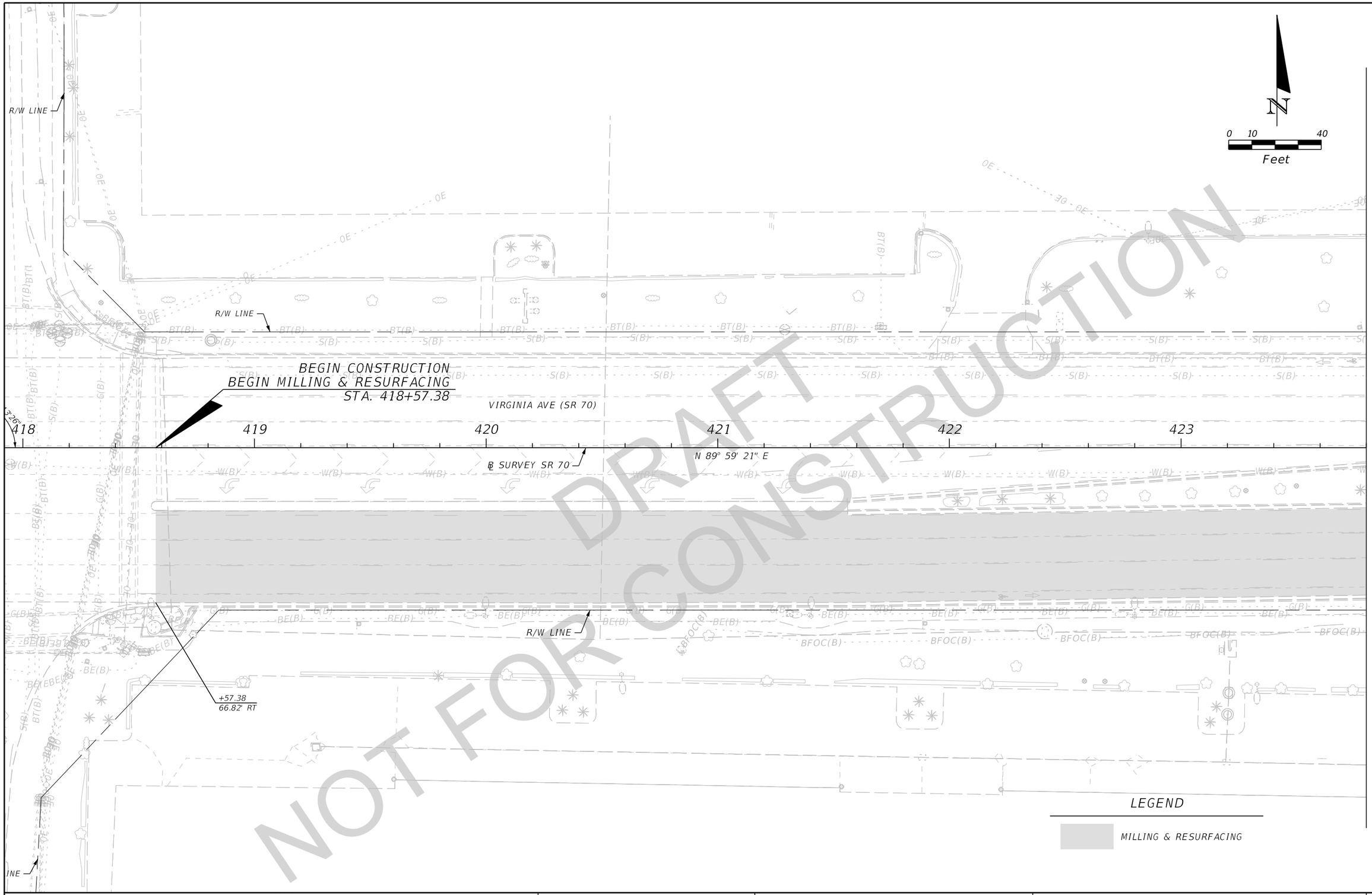
FDOT PROJECT MANAGER:
CLAUDIA VINITSKIY-CALVO, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T4725	27	1

NOT FOR CONSTRUCTION

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

2/3/2026 3:51:03 PM



DRAFT
NOT FOR CONSTRUCTION

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

ROADWAY PLAN (1)

SHEET NO. 33

MaldonaM 2/3/2026 3:51:21 PM Default c:\pw_work\rsh_pw\pw_user\d0269724\PLANRD202.dgn

MATCH LINE STA. 423+80.00

MATCH LINE STA. 429+40.00

0 10 40
Feet

COLONIAL RD

R/W LINE

R/W LINE

VIRGINIA AVE (SR 70)

424 425 426 427 428 429

℄ SURVEY SR 70

N 89° 59' 21" E

50'

BEGIN PROJECT
STA. 427+00.00

CONST. CONC. JACKET PER INDEX 430-001
BEGIN TYPE F C&G
BEGIN SIDEWALK
STA. 427+70.00, 58.64' RT
MATCH EXIST.
CONST. 9 LF OF 72" PIPE

+90.13
58.43' RT
CONST. CONC. JACKET PER INDEX 430-001
CONST. 5 LF OF
24" PIPE
(S-501)

CORE INTO EXIST
DRAINAGE STRUCTURE

POT STA. 84+59.43

(EX-510)

+22.72
3.32' RT
+32.58
16.00' RT

SAWCUT LINE
DROP CURB
CONST. 104 LF OF 72" PIPE

CONST. CONC. JACKET PER INDEX 430-001
CONST. 5 LF OF 18" PIPE
EXIST. STRUCTURE
TO BE REMOVED

TYPE F C&G
CONST. 352 LF OF
72" PIPE
+23.92
56.50' RT
+92.16
56.50' RT

CR-G
CR-G
(S-504)

35' R
35' R

+91.00
66.72' RT

R/W LINE

BEGIN TYPE F C&G
BEGIN CONC. SIDEWALK
STA. 428+63.08, 72.16' RT

END TYPE F C&G
END CONC. SIDEWALK
STA. 428+16.00, 72.16' RT
MATCH EXIST.

EXIST. PIPE TO BE PLUGGED PER
INDEX 430-001 AND FILLED WITH
NON-EXCAVATABLE FLOWABLE FILL

℄ SURVEY MAYFLOWER CANAL

MAYFLOWER CANAL
(CANAL 7D)

84

R/W LINE

LEGEND

- MILLING & RESURFACING
- 4" CONC. SIDEWALK
- 6" CONC. SIDEWALK
- RECONSTRUCTION
- DETECTABLE WARNING

DRAFT
NOT FOR CONSTRUCTION

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

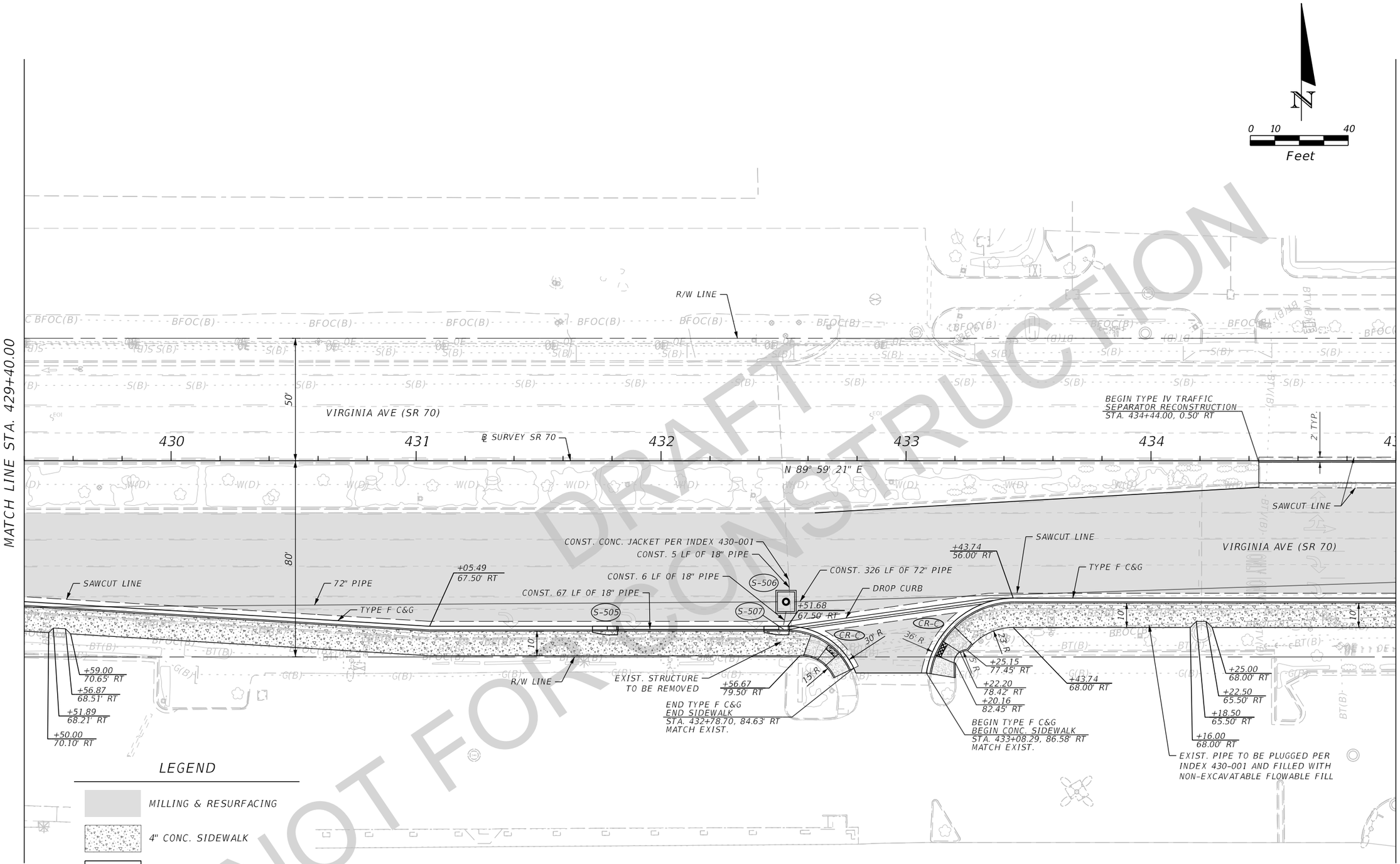
ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

ROADWAY PLAN (2)

SHEET NO. 34



DRAFT
NOT FOR CONSTRUCTION

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

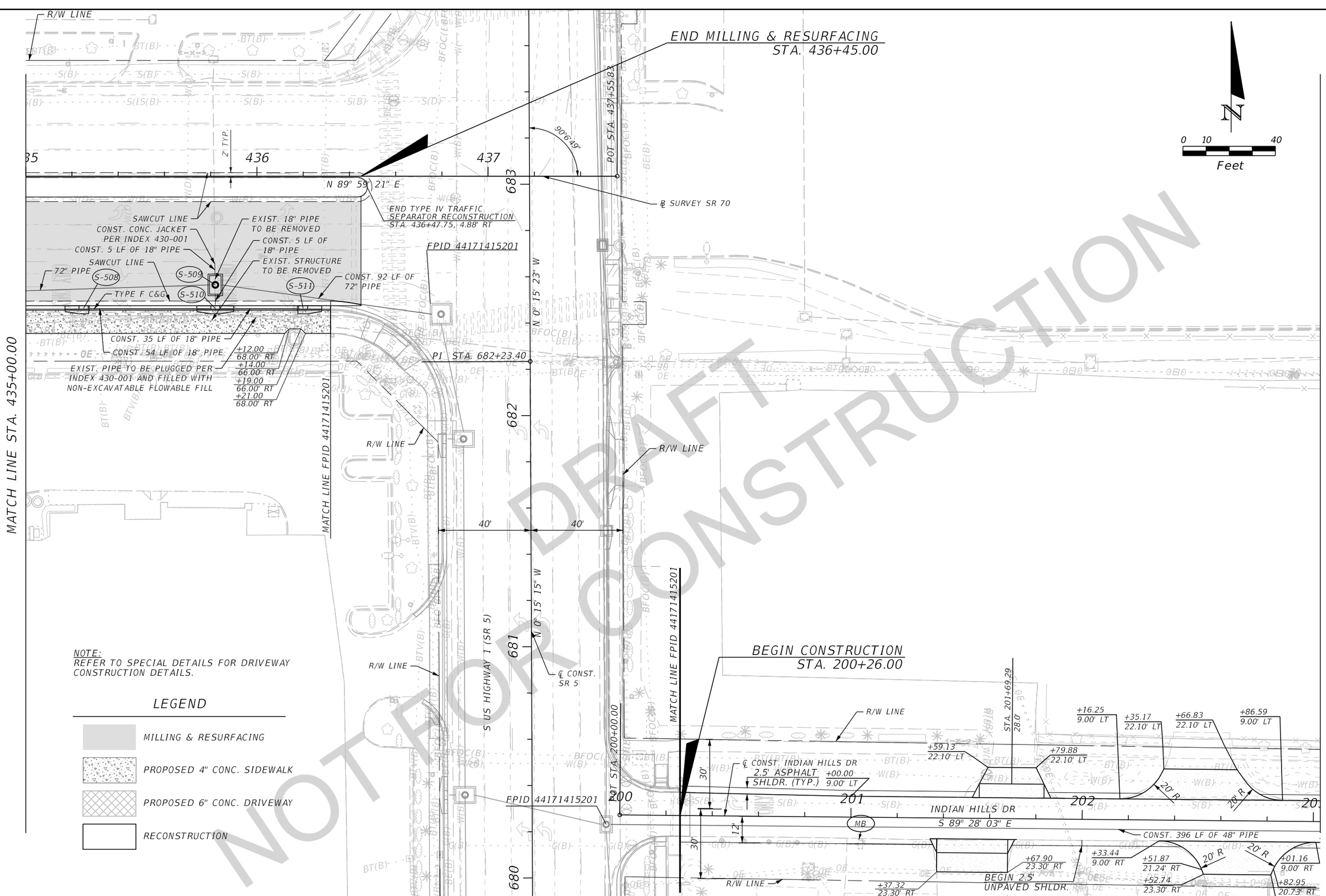
ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

ROADWAY PLAN (3)

SHEET NO. 35



NOT FOR CONSTRUCTION
DRAFT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

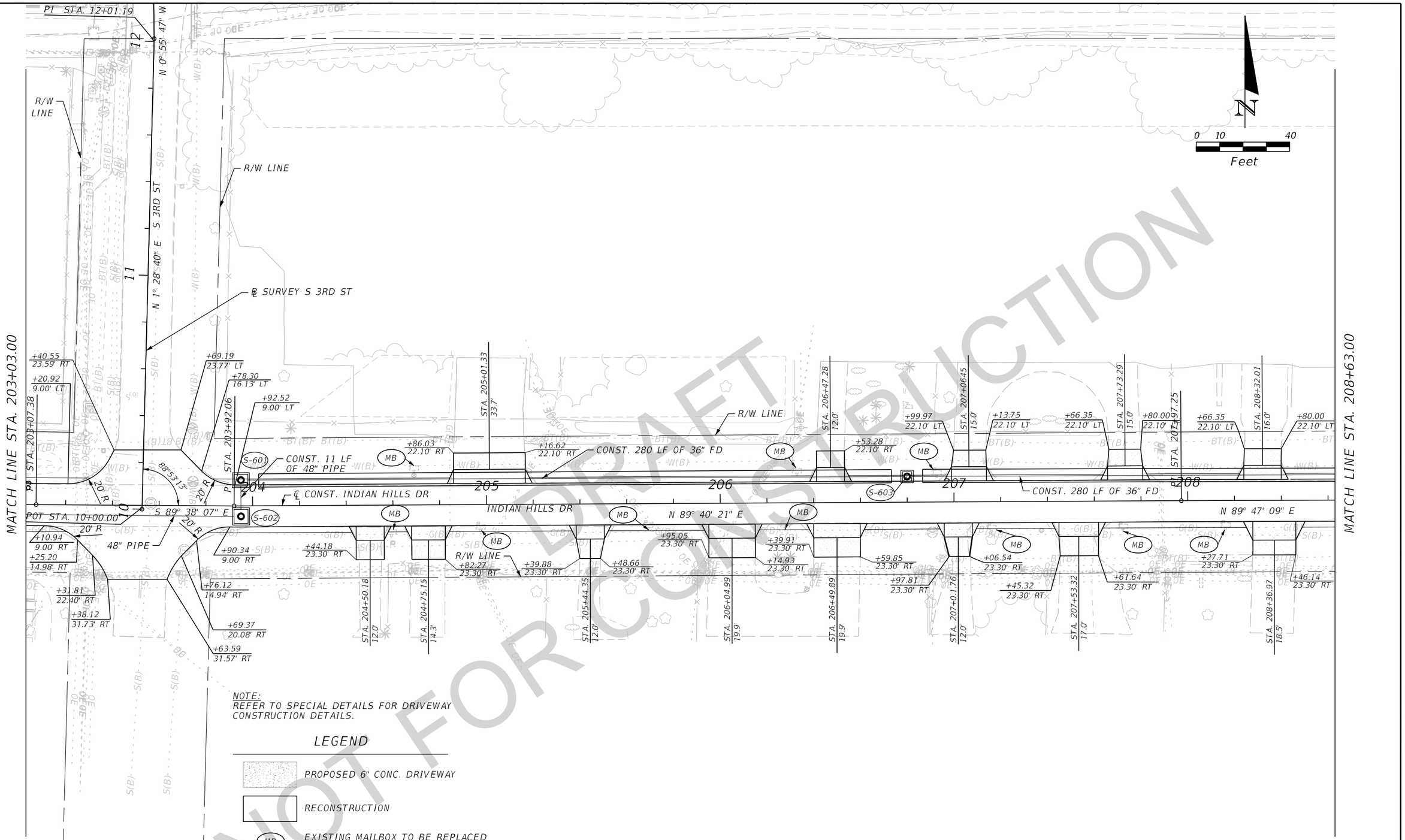
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

ROADWAY PLAN (4)

SHEET NO. 36

MaldonaM 2/3/2026 3:51:37 PM Default c:\pw_work\rsh_pw\pw_user\d0269724\PLANRD205.dgn



DRAFT
NOT FOR CONSTRUCTION

INDIAN HILLS DRIVE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

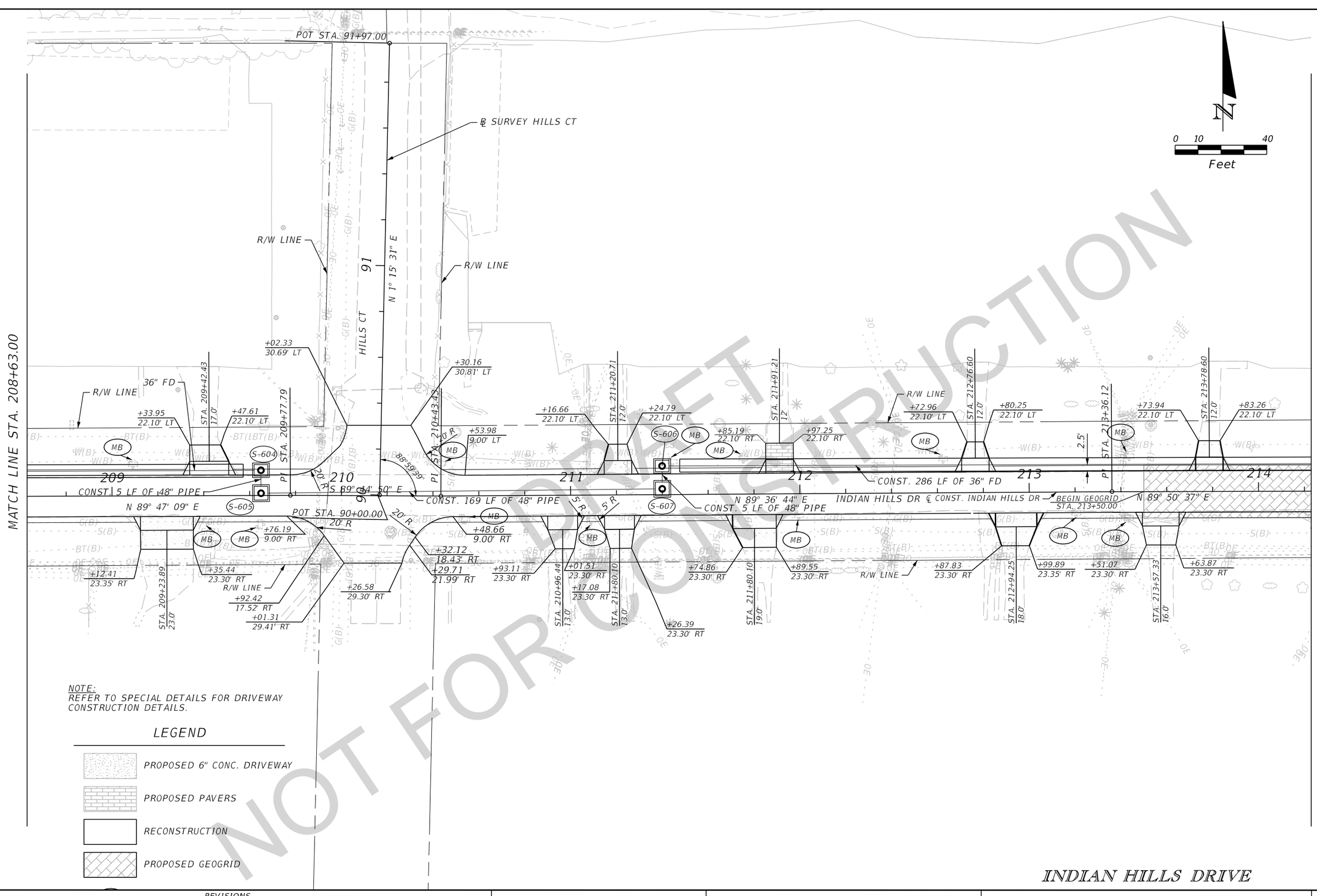
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

ROADWAY PLAN (5)

SHEET NO. 37

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



NOTE:
REFER TO SPECIAL DETAILS FOR DRIVEWAY CONSTRUCTION DETAILS.

LEGEND

- PROPOSED 6" CONC. DRIVEWAY
- PROPOSED PAVERS
- RECONSTRUCTION
- PROPOSED GEOGRID

DRAFT
NOT FOR CONSTRUCTION

INDIAN HILLS DRIVE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

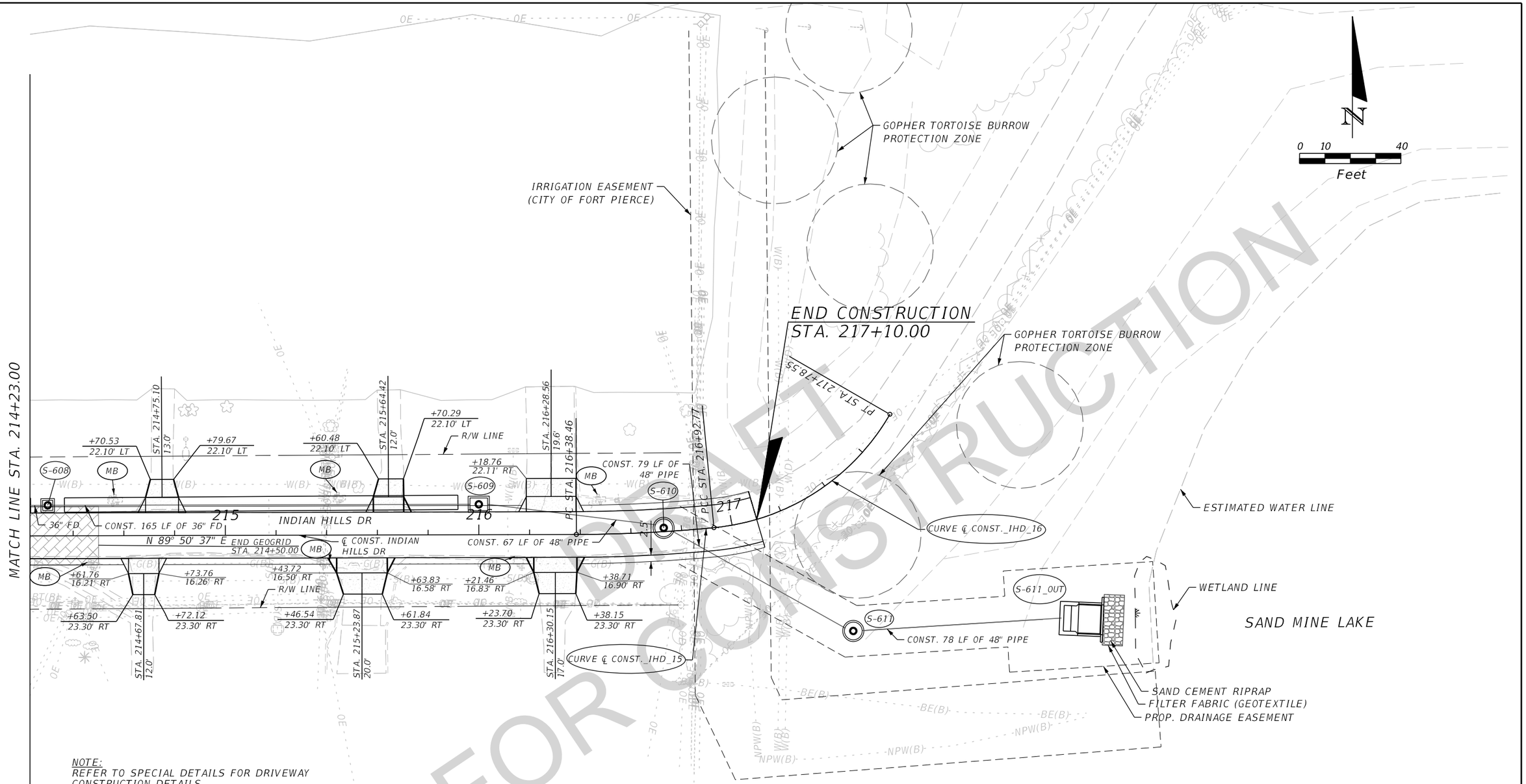
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

ROADWAY PLAN (6)

SHEET NO. 38

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



NOTE:
REFER TO SPECIAL DETAILS FOR DRIVEWAY CONSTRUCTION DETAILS.

LEGEND

- PROPOSED 6" CONC. DRIVEWAY
- RECONSTRUCTION
- PROPOSED GEOGRID
- MB — EXISTING MAILBOX TO BE REPLACED (SEE GENERAL NOTES)

CURVE DATA CL_CONST_IHD_15
PI STA. = 216+65.64
Δ = 5° 20' 59" (LT)
D = 9° 50' 58"
T = 27.18
L = 54.32
R = 581.72
PC STA. = 216+38.46
PCC STA. = 216+92.77
e = RC
D.SP. = 25

CURVE DATA CL_CONST_IHD_16
PI STA. = 217+39.24
Δ = 54° 36' 35" (LT)
D = 63° 39' 43"
T = 46.46
L = 85.78
R = 90.00
PCC STA. = 216+92.77
PT STA. = 217+78.55
e = 0.05
D.SP. = 25

INDIAN HILLS DRIVE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

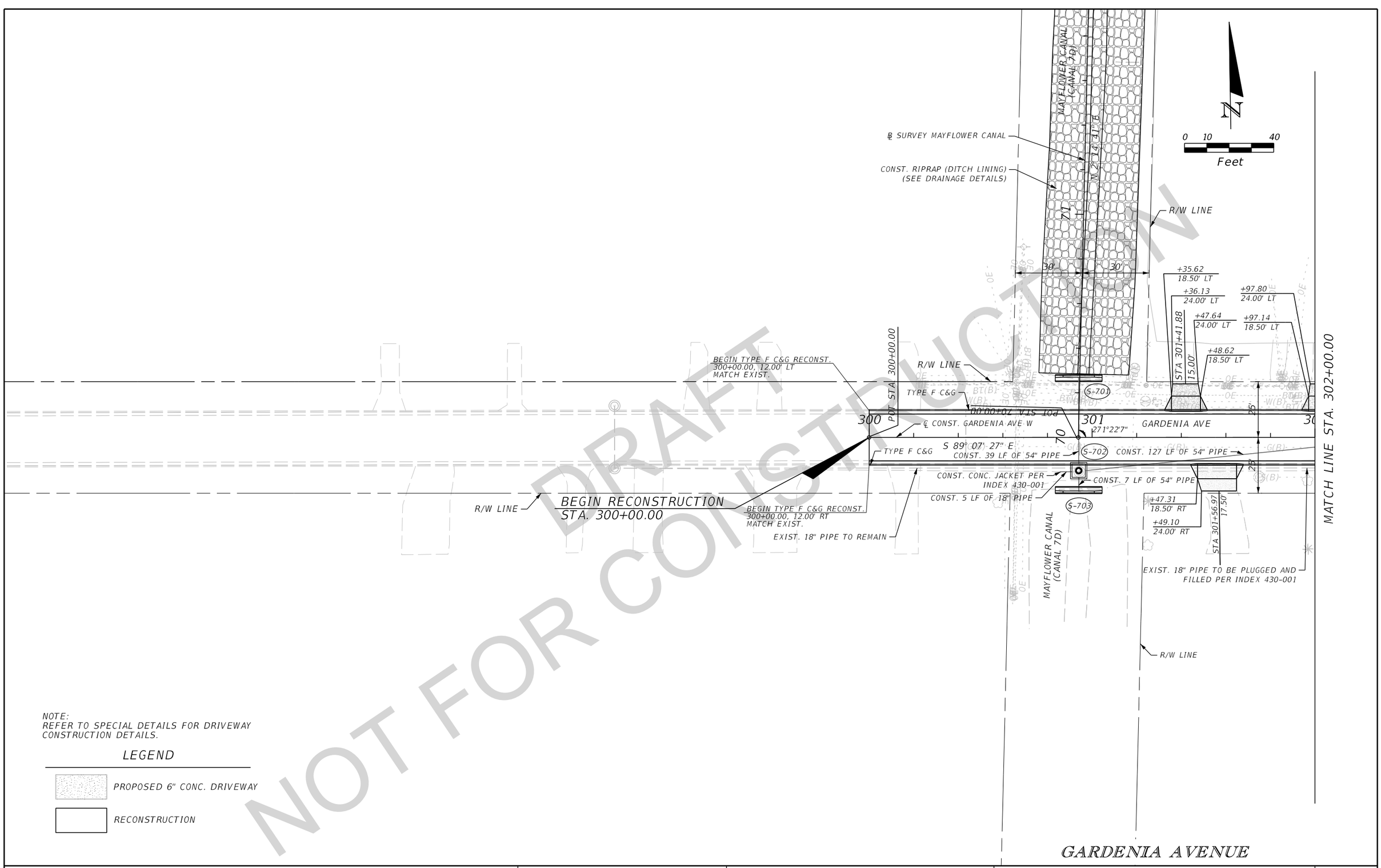
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

ROADWAY PLAN (7)

SHEET NO. 39

DRAFT
NOT FOR CONSTRUCTION

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



NOTE:
REFER TO SPECIAL DETAILS FOR DRIVEWAY CONSTRUCTION DETAILS.

LEGEND

PROPOSED 6" CONC. DRIVEWAY

RECONSTRUCTION

DRAFT
NOT FOR CONSTRUCTION

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

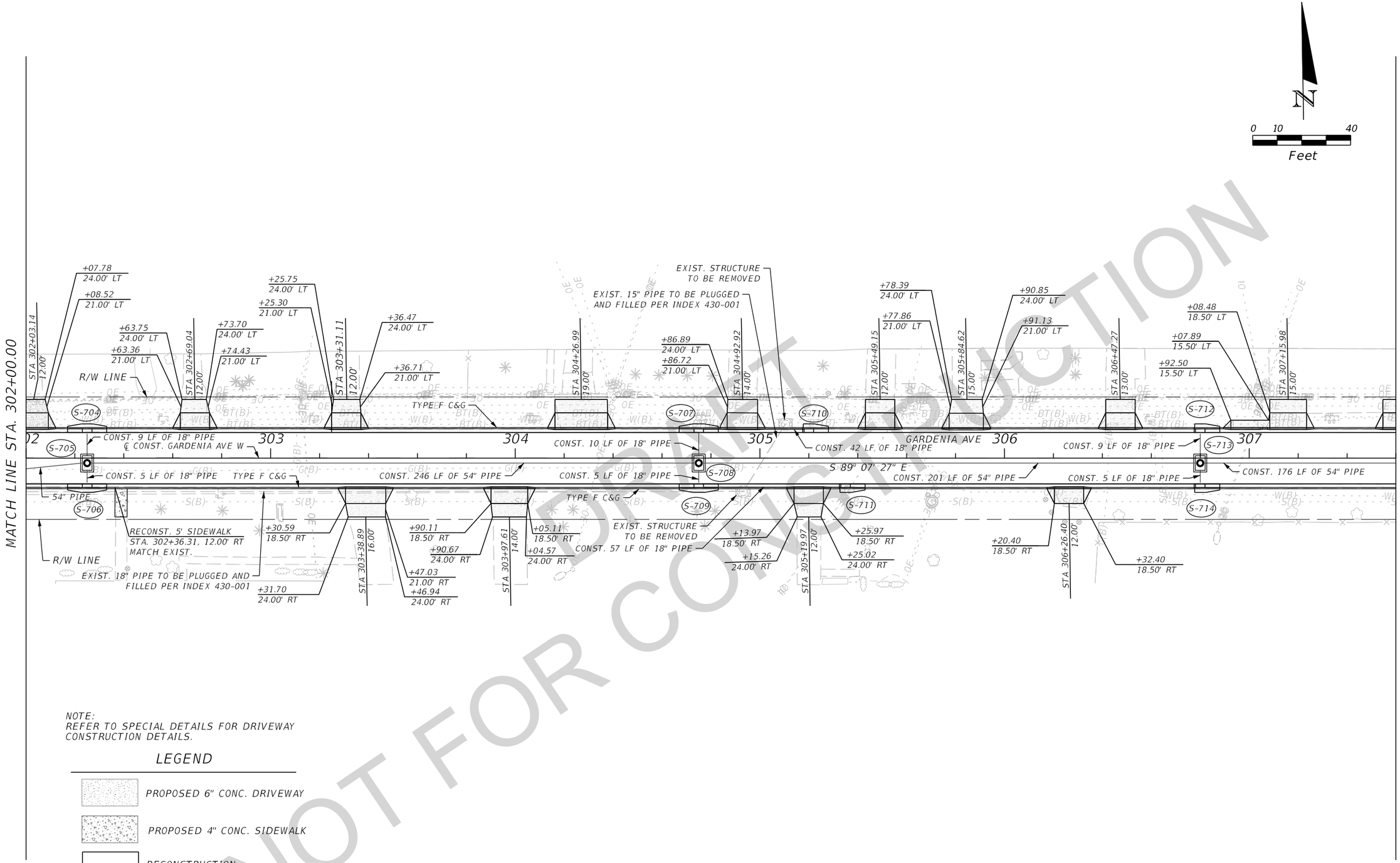
ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

ROADWAY PLAN (8)

SHEET NO. 40



NOTE:
REFER TO SPECIAL DETAILS FOR DRIVEWAY CONSTRUCTION DETAILS.

LEGEND

- PROPOSED 6" CONC. DRIVEWAY
- PROPOSED 4" CONC. SIDEWALK
- RECONSTRUCTION

DRAFT
NOT FOR CONSTRUCTION

GARDENIA AVENUE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

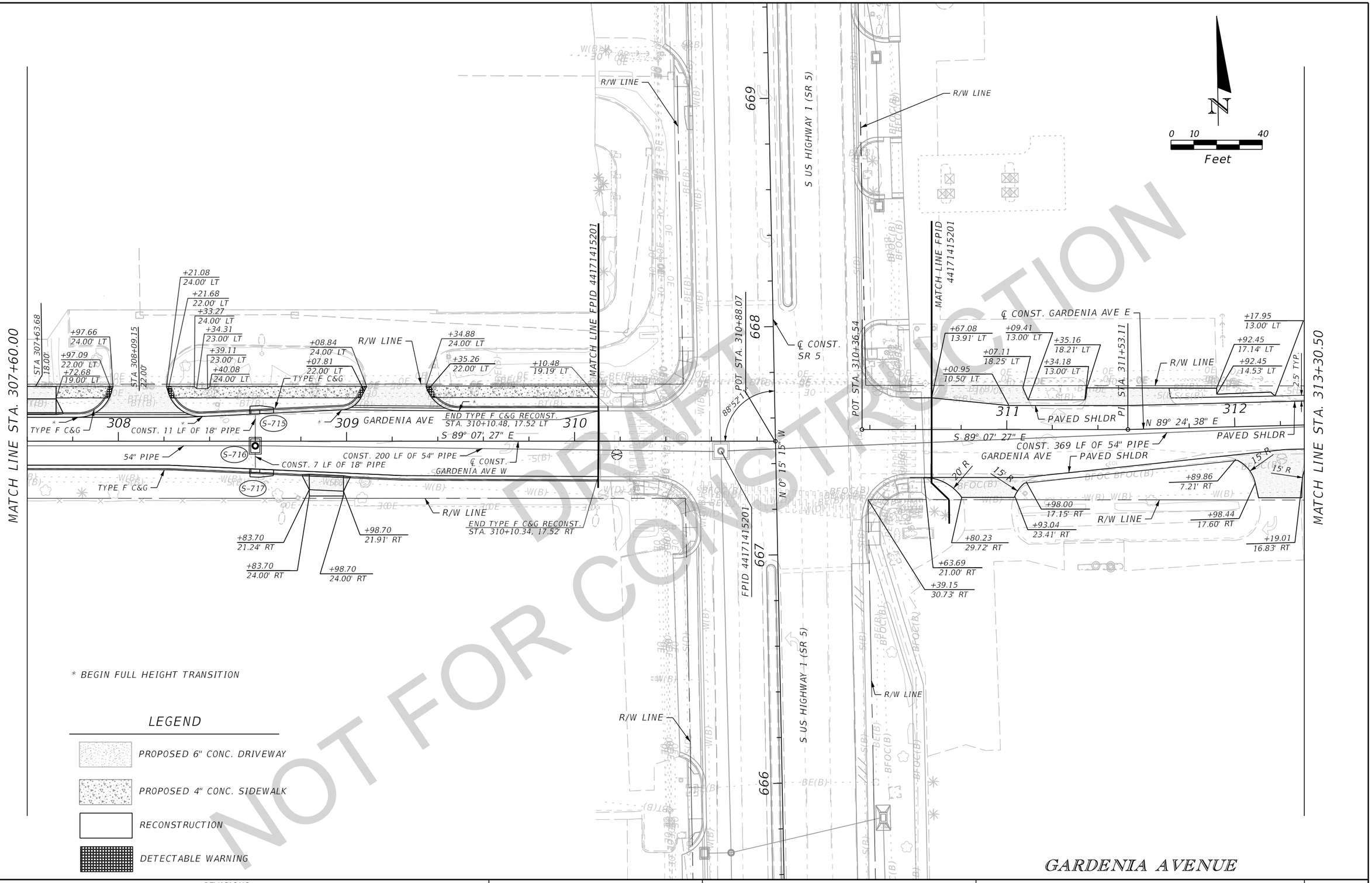
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

ROADWAY PLAN (9)

SHEET NO. 41

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



DRAFT
NOT FOR CONSTRUCTION

GARDENIA AVENUE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

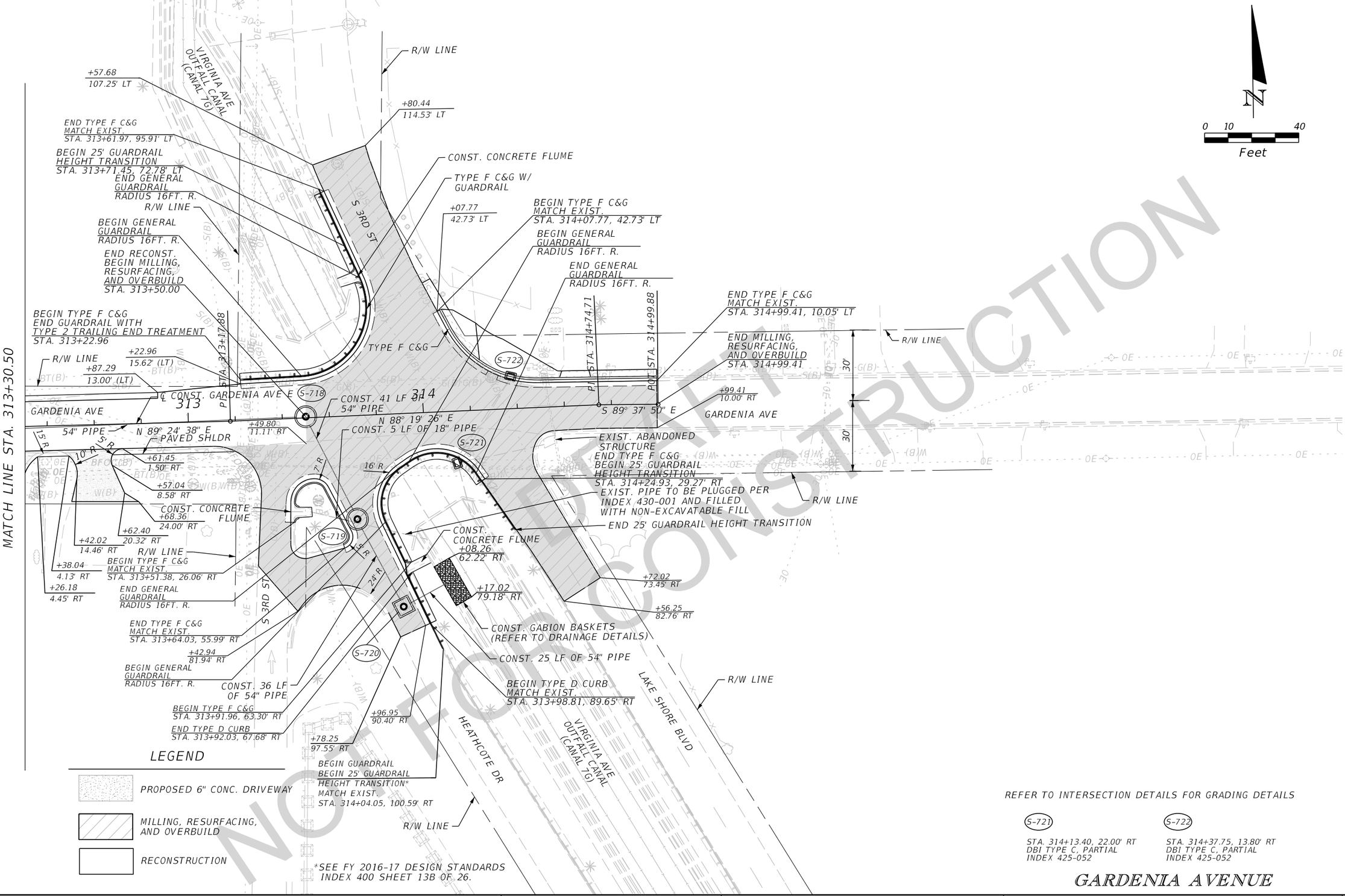
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

ROADWAY PLAN (10)

SHEET NO. 42

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



NOT FOR CONSTRUCTION

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

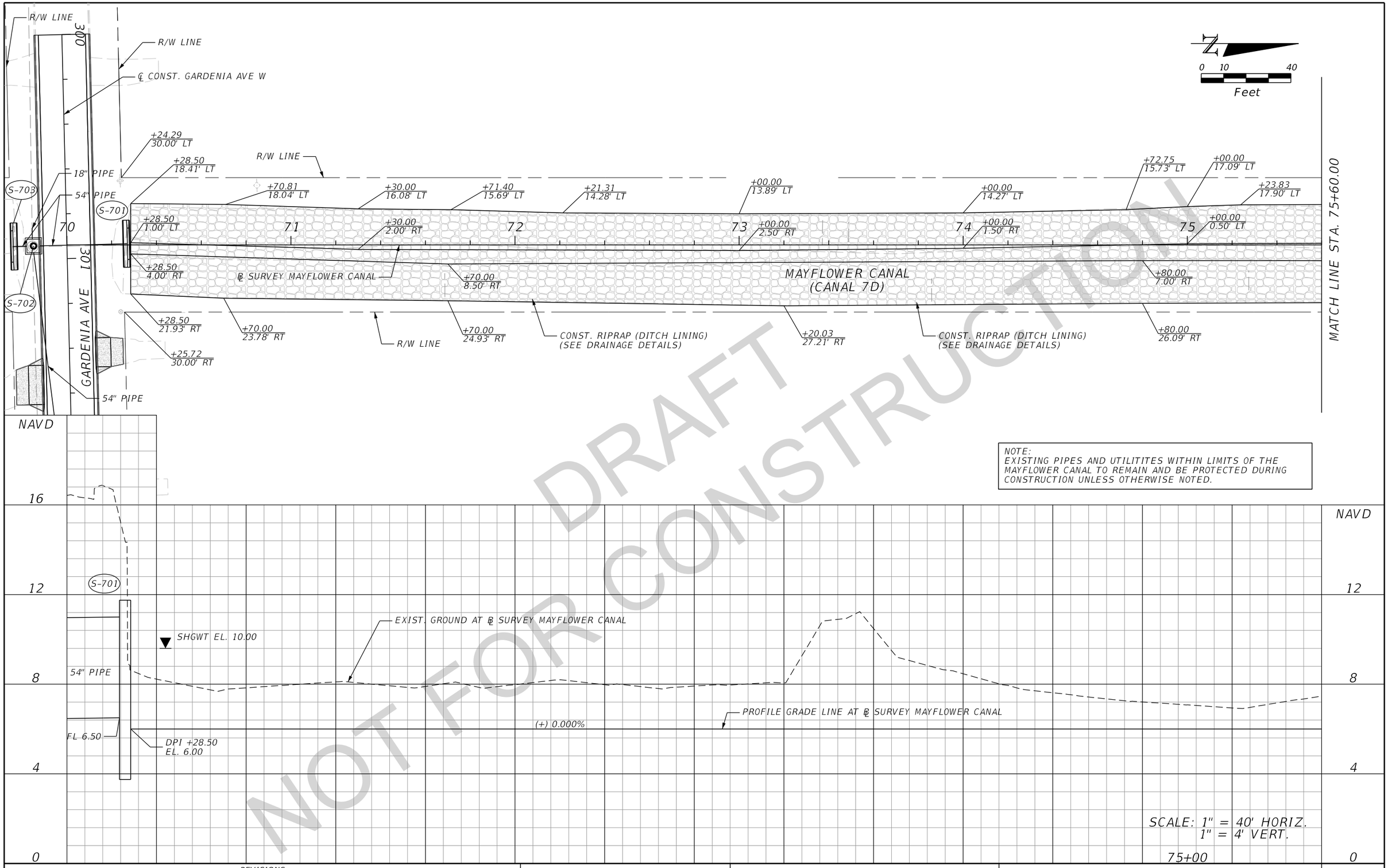
ALEX PARADIZ, P.E.
P.E. LICENSE NUMBER 66653
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

ROADWAY PLAN (11)

SHEET NO. 43



NOTE:
EXISTING PIPES AND UTILITITES WITHIN LIMITS OF THE MAYFLOWER CANAL TO REMAIN AND BE PROTECTED DURING CONSTRUCTION UNLESS OTHERWISE NOTED.

SCALE: 1" = 40' HORIZ.
1" = 4' VERT.

75+00

DRAFT
NOT FOR CONSTRUCTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LINDSEY KOREN, P.E.
P.E. LICENSE NUMBER 85760
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

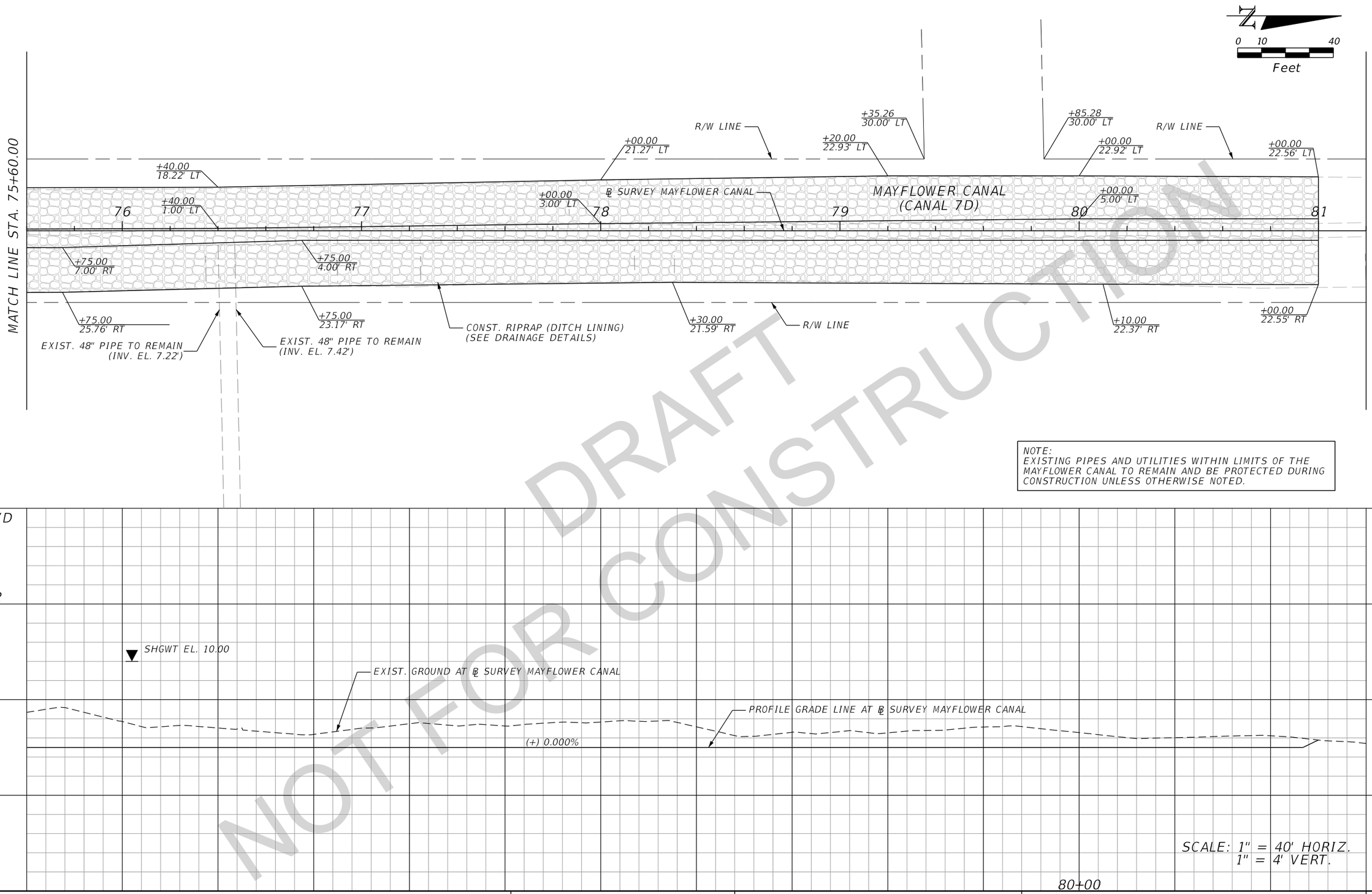
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

LATERAL DITCH PLAN-PROFILE

SHEET NO. 85

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



DRAFT
NOT FOR CONSTRUCTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LINDSEY KOREN, P.E.
P.E. LICENSE NUMBER 85760
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

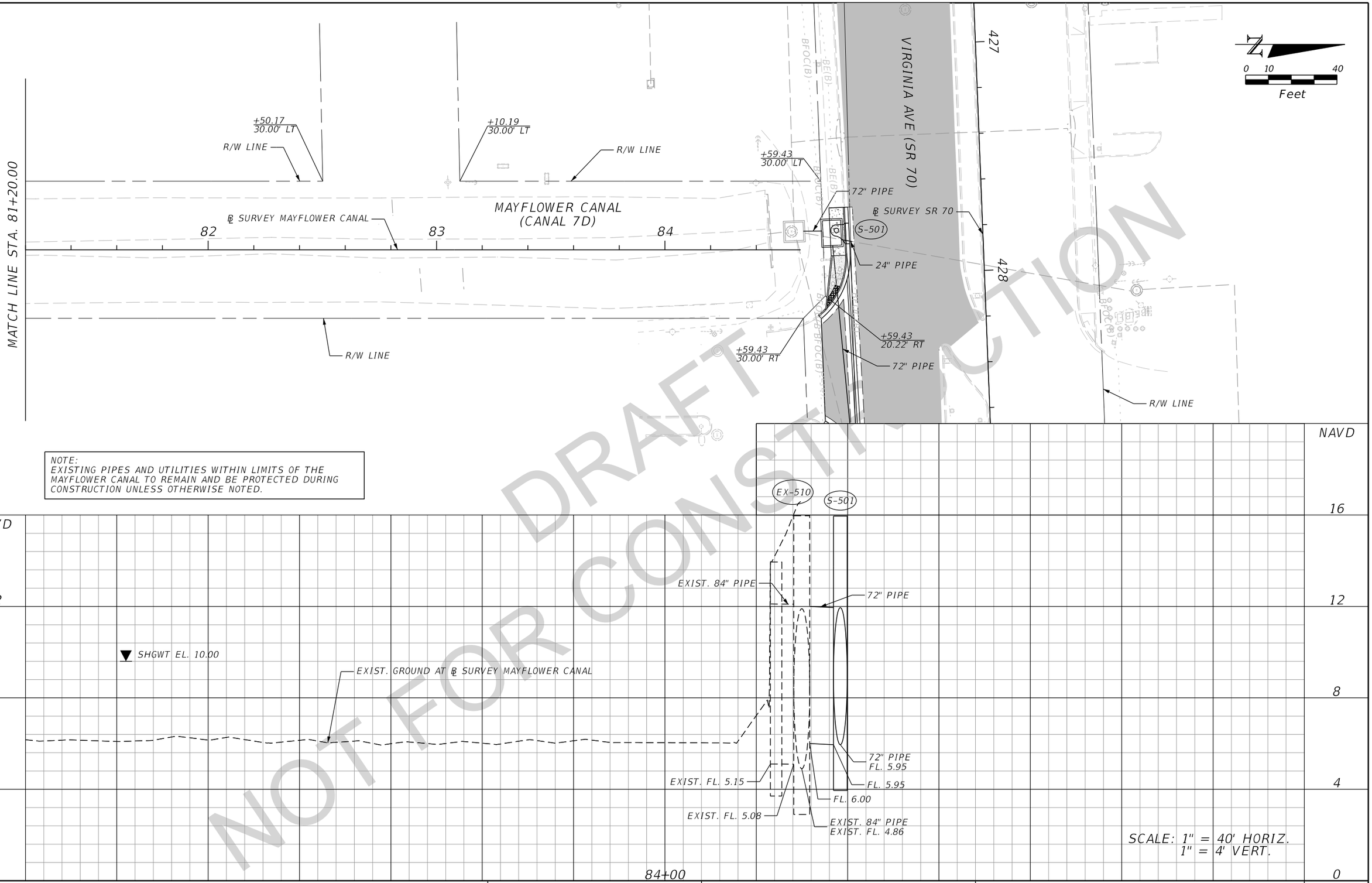
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

LATERAL DITCH PLAN-PROFILE

SHEET NO. 86

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



DRAFT
NOT FOR CONSTRUCTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LINDSEY KOREN, P.E.
P.E. LICENSE NUMBER 85760
RS&H, INC.
5900 N ANDREWS AVENUE, SUITE 500
FORT LAUDERDALE, FL 33309-3451

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 70	ST. LUCIE	441715-1-52-01

LATERAL DITCH PLAN-PROFILE

SHEET NO. 87

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RESOLUTION NO. 26-

A RESOLUTION AUTHORIZING THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA TO ENTER INTO A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF IMPROVEMENTS TO DRAINAGE AND STORMWATER INFRASTRUCTURE ASSOCIATED WITH FDOT PROJECTS 441714-1-52-01 AND 441715-1-52-01 AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Department of Transportation has jurisdiction over State Road 5 (Virginia Avenue) and US Highway 1 (as part of the State Highway System); and

WHEREAS, the Department seeks to install and have maintained by the City of Fort Pierce certain roadway and drainage improvements within the City's Right of Way; and

WHEREAS, the Department and the City mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each;

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

1. That the City of Fort Pierce shall enter into said agreement with the Department of Transportation of the State of Florida.

2. That a copy of said agreement shall be attached to this resolution.

3. That the Mayor, City Clerk, and City Attorney are hereby authorized to enter into said agreement on behalf of the City of Fort Pierce.

4. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2026

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form and Correctness:

_____
Sara Hedges,
City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SELENA GRIFFETT, PROJECT ENGINEER, ENGINEERING

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: RE-REVIEW OF FDOT MMOA FOR TWO FDOT PROJECTS - REFERENCE CAO RLS 25-401

CAO RLS#: 26-48

DATE: FEBRUARY 17, 2026

I have completed the re-review of the above Request for Legal Services (RLS) related to the FDOT changes to the Master Maintenance Memorandum of Agreement (MMOA) with the Florida Department of Transportation (FDOT) for two FDOT projects and find the **Agreements are approved as to form and correctness.**

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

City Commission Regular Meeting - 5:05 PM **13. G.**

Meeting Date: 03/02/2026

Re: Settlement Proposal re Pierce 1 Marina, LLC v. City of Fort Pierce and FPRA, Case Number 562024CA001627

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT

Consideration of a Settlement Proposal received from Pierce 1 Marina, LLC in case number 562024CA001627.

City Commission Regular Meeting - 5:05 PM **13. H.**

Meeting Date: 03/02/2026

Re: Crabby's Lease

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Update on Crabby's Restaurant Lease

Attachments

2025.09.26 Crabby's Letter to Fort Pierce

2025.12.29 Crabby's Proposal

2026.01.30 Fort Pierce Letter to Crabbys

2026.02.18 Crabby's Letter to City Commission

Tax Collector Email

Sent 09/26/2025 via certified and Email to 100 N. U.S. Highway 1 Fort Pierce, FL 34950, citymanager_dl@cityoffortpierce.com, and LHudson@cityoffortpierce.com

Dear Mr. Richard D. Chess and Mrs. Linda Hudson,

I hope this letter finds you well. I am writing on behalf of Crabby's Dockside, a valued tenant in one of the City of Fort Pierce's properties. Five years ago, we invested over $4,000,000 in the redevelopment and construction of our new restaurant and dockside facility, demonstrating our deep commitment to revitalizing the waterfront and contributing to the economic vitality of our community. Despite this substantial investment, we continue to face significant challenges that have made it difficult to achieve profitability and sustain long-term operations in the current environment.

To address these hurdles and provide our business with the breathing room needed to thrive, we are formally requesting a rent abatement for a period of 18 months. This temporary relief would allow us to stabilize our finances while the City works to resolve several persistent issues directly impacting our operations and the broader area. These challenges include:

1. **Homelessness**: The ongoing issues with homelessness in the vicinity of our restaurant and the adjacent marina have created safety concerns and deterred customers, negatively affecting foot traffic and the overall ambiance of the waterfront. This clearly keeps customers away.
2. **Parking Challenges**: The parking lot serving our property is frequently at capacity, making it exceedingly difficult for patrons to access our business and discouraging potential visitors from dining with us. Our customers tell us parking downtown is hard and the lot is often full, even when the two restaurants in the Marina are not.
3. **Kings Landing Project Delays**: The prolonged stalling and recent changes in the Kings Landing development project—originally slated to drive complementary growth and tourism—have limited the influx of visitors and economic synergy in our area, further hampering our revenue potential. At the time of our investment, we were led to believe that this project would be in development alongside our development. This has seriously impacted our expected visitor count.
4. **Community Relations**: We have faced unwarranted hostility from some community members regarding our presence as a new business, including negative perceptions amplified on social media and in local print media about "outside investors" coming into the City. This is particularly disheartening given that many of our investors reside in or hail from St. Lucie County, underscoring our strong local ties and dedication to the region's success.
5.

Compounding these operational difficulties are unexpected financial burdens from three years of uncommunicated ad valorem taxes, which our controller inquired about over a year ago and was assured were resolved. The sudden imposition of these taxes appears to stem from City oversight and places an

undue strain on our resources, especially amid broader concerns about municipal fiscal management. We respectfully request that these taxes be waived or removed to alleviate this inequity.

We are confident that this rent abatement would not only bolster our establishment but also align with the City's goals of fostering a vibrant, welcoming downtown and marina district. By partnering on these solutions, we can ensure Crabby's Dockside remains a cornerstone of Fort Pierce's waterfront revival. We sincerely appreciate your attention to this urgent matter and look forward to your positive response and an opportunity to discuss further.

Thank you for your understanding and continued support.

Sincerely,

_____

Greg Powers
CEO & Co-Founder
Beachside Hospitality Group – Crabbys Dockside Fort Pierce

Crabby's Dockside Ft. Pierce

A Partnership Proposal

Presented to the City of Fort Pierce

Beachside Hospitality Group
11201 Corporate Circle North I Suite 100 I St. Petersburg, FL 33716
727.210.0987 I www.BSHGRP.com

Crabby's Dockside Ft. Pierce respectfully submits this request for a temporary 18-month rent abatement due to sustained conditions that have materially impacted the restaurant's ability to achieve the sales projections contemplated at the time of lease execution.

When entering into the lease agreement with the City of Fort Pierce, Crabby's Dockside made a good-faith, long-term commitment to the marina district. Financial projections were based on reasonable assumptions, including adequate parking access, continued waterfront activity, and anticipated nearby development (most notably the proposed King's Landing Resort) which was expected to increase tourism, foot traffic, and dining demand.

From the outset, Crabby's Dockside undertook a substantial capital investment at this location, demolishing the former tenant structure and constructing an entirely new, two-story restaurant building prior to opening. This development (completed in compliance with applicable building and floodplain requirements) represented an investment in excess of $4,000,000 and reflects a deliberate, long-term commitment to the Fort Pierce marina district and the City's waterfront vision.

Those assumptions have not materialized as anticipated. The King's Landing development has not proceeded on its original timeline, eliminating a key source of projected demand. In addition, ongoing parking constraints within the marina district frequently limit guest access, with parking often reaching capacity before the restaurant opens. Together, these conditions have directly impacted walk-in traffic, guest experience, and revenue potential.

Further compounding these challenges are persistent public-area safety and quality-of-experience concerns in and around the marina. While management and staff address situations professionally and compassionately, the frequency of these issues has negatively affected guest comfort and visitation. These challenges were intensified by the restaurant opening during the onset of the COVID-19 pandemic, which disrupted tourism and dining patterns and required the early use of financial reserves.

Despite these conditions, Crabby's Dockside has continued to operate in good faith; remaining open, employing local staff, maintaining quality standards, investing in marketing and local partnerships, refining menu offerings, and supporting the Fort Pierce community. However, the cumulative financial impact of unmet development expectations, access limitations, public-area challenges, and pandemic-related disruptions has created sustained strain that cannot be absorbed indefinitely.

The requested 18-month rent abatement is intended to provide the necessary runway to stabilize operations, rebuild reserves, and realign performance with realistic market conditions, while preserving a strong, long-term partnership with the City of Fort Pierce and continued activation of the marina district.

We appreciate the City's consideration of this request and welcome further discussion.

Respectfully,

Greg Powers

CEO, Beachside Hospitality Group

TABLE OF CONTENTS

1. **Executive Summary**
   Request for Temporary Rent Abatement ……..…….... **3**
2. **Tenant Overview & Commitment**
   Crabby's Dockside Ft. Pierce ……..…….. **7**
3. **Market Conditions & Area Challenges Affecting Performance**
   3.1 Parking Availability & Guest Access Constraints
   3.2 Public-Area Safety & Guest Experience Concerns
   3.3 Unmet Development Expectations & Lost Anticipated Demand
   3.4 Combined Impact on Operations .....……... **9**
4. **Financial Impact Overview**
   4.1 Revenue Performance & Sales Pressure
   4.2 Pandemic-Related Financial Impact
   4.3 Increased Operating Strain
   4.4 Need for Temporary Rent Relief
   4.5 Performance vs. Original Projections……... **12**
5. **Community Investment, Economic Value & Ongoing Commitment**
   5.1 Proactive Marketing & Tourism Engagement
   5.2 Local Sourcing & Menu Investment
   5.3 Charitable Giving & Community Support
   5.4 Youth Engagement & Educational Outreach
   5.5 Future Community Partnerships & 2026 Initiatives
   5.6 Long-Term Value to the City of Fort Pierce ..…….. **15**
6. **Path Forward & Partnership with the City of Fort Pierce**
   Ongoing Collaboration & Long-Term Viability .....……... **20**

2. Tenant Overview & Commitment

Crabby's Dockside Ft. Pierce is operated by Beachside Hospitality Group, a Florida-based hospitality company with extensive experience owning and operating waterfront restaurants throughout the state. Our portfolio includes multiple long-standing locations that serve as anchor tenants within their respective communities, providing consistent employment, tourism draw, and economic activity.

At the Fort Pierce marina location, Beachside Hospitality Group acted as both developer and operator. The project included demolition of the prior tenant structure and construction of a new, two-story waterfront restaurant, completed in accordance with applicable building and floodplain requirements. The total capital investment associated with the development and build-out of the facility exceeded $4,000,000.

Since opening, Crabby's Dockside has remained committed to operating as a full-service restaurant that prioritizes quality, hospitality, and community engagement. The restaurant employs a significant number of local residents in both full-time and part-time roles, providing stable jobs, hospitality training, and seasonal employment opportunities tied to Fort Pierce's tourism economy. In addition, Crabby's Dockside maintains ongoing relationships with regional vendors and suppliers, contributing to the local and regional business ecosystem.

Crabby's Dockside has continued to operate in good faith throughout its tenancy, maintaining consistent hours of operation, investing in staffing and training, and upholding service and food quality standards despite ongoing market challenges. The restaurant has also remained an active participant in the Fort Pierce community, supporting local initiatives, engaging with neighboring businesses, and serving as a welcoming waterfront destination for residents and visitors alike.

Importantly, Crabby's Dockside views its relationship with the City of Fort Pierce as a partnership. As a tenant on City-owned property, we recognize the shared goal of ensuring that the marina district remains active, safe, and economically viable. Our continued presence and success directly contribute to the vibrancy of the waterfront, the perception of Fort Pierce as a destination, and the long-term value of the City's marina assets.

This packet, including the request for temporary rent abatement, is submitted with the intention of preserving that partnership and ensuring that Crabby's Dockside Ft. Pierce can remain a sustainable, contributing tenant for years to come.

3. Market Conditions & Area Challenges Affecting Performance

Since the execution of the lease agreement, several market conditions and area-related challenges have emerged that have materially impacted Crabby's Dockside Ft. Pierce's ability to perform in line with original projections. These conditions are largely external to restaurant operations and stem from broader factors affecting the marina district and surrounding waterfront area.

3.1 Parking Availability & Guest Access Constraints

Reliable and convenient parking access is a critical driver of restaurant visitation, particularly for waterfront destinations that rely heavily on walk-in traffic, families, and tourists unfamiliar with the area. At Crabby's Dockside Ft. Pierce, parking availability within the marina district has become an ongoing and significant challenge.

On a daily basis, the primary parking areas serving the marina frequently reach near or full capacity well before the restaurant opens its doors, often by mid-morning. As a result, potential guests encounter difficulty finding parking during peak dining windows, leading to lost walk-in traffic and shortened visits. Guests have increasingly expressed frustration with parking limitations, and in many cases, choose to leave the area entirely rather than wait for availability.

Image captured on a weekday at approximately 10:45 a.m., prior to Crabby's Dockside Ft. Pierce opening for service, illustrating parking capacity constraints within the marina district.

These access constraints directly impact revenue potential and disproportionately affect casual diners, families, and tourists; key segments of the restaurant's customer base. Importantly, parking availability and management within the marina district fall outside the control of the tenant, yet have a direct and ongoing effect on restaurant performance.

3.2 Public-Area Safety & Guest Experience Concerns

Crabby's Dockside has also experienced increasing challenges related to public-area conditions within and around the marina district that affect guest comfort and perception of safety.

Management and staff routinely address situations involving transient individuals approaching guests in parking areas and during dining service. There have also been repeated instances of individuals entering the restaurant to access restrooms for non-guest use, requiring staff intervention to maintain sanitation standards and guest comfort. These situations place additional strain on restaurant personnel and create uncomfortable experiences for diners, particularly families and visitors unfamiliar with the area.

In response, Crabby's Dockside management has proactively met with and remained in regular communication with the Fort Pierce Police Department to seek guidance and support regarding these concerns. Through these discussions, we have been advised that consistent patrol presence in the marina area is largely driven by the volume of active 911 calls, limiting the ability for routine, preventative enforcement without repeated emergency reporting.

While our team continues to respond appropriately and professionally within the restaurant footprint, many of these challenges originate in shared public spaces beyond tenant control. The reliance on emergency call volume as the primary mechanism for enforcement places an undue burden on restaurant staff and guests and has contributed to the persistence of these issues. As a result, the frequency of these encounters continues to negatively impact guest experience, repeat visitation, and overall perception of the marina district as a welcoming destination.

3.3 Unmet Development Expectations & Lost Anticipated Demand

At the time of lease execution, Crabby's Dockside's financial projections reasonably anticipated increased demand associated with planned development in the surrounding area - most notably the proposed King's Landing mixed-use resort project. This development was expected to introduce new residential units, lodging accommodations, and visitor traffic that would materially benefit waterfront businesses in the marina district.

Delays, changes, and uncertainty surrounding the timing and scope of the King's Landing project have prevented this anticipated demand from materializing as originally envisioned. As a result, a key economic driver that factored into projected sales and long-term growth has not been realized, creating a gap between forecasted and actual performance that persists today.

This absence of anticipated development-related traffic has compounded other access and area challenges, further limiting organic growth opportunities for the restaurant despite continued operational effort and investment.

3.4 Combined Impact on Operations

Taken together, parking limitations, public-area guest experience concerns, and unmet development expectations have created sustained headwinds for Crabby's Dockside Ft. Pierce that were not contemplated at the time of lease execution. These factors directly affect visitation, dwell time, and revenue potential, while remaining largely outside the tenant's control.

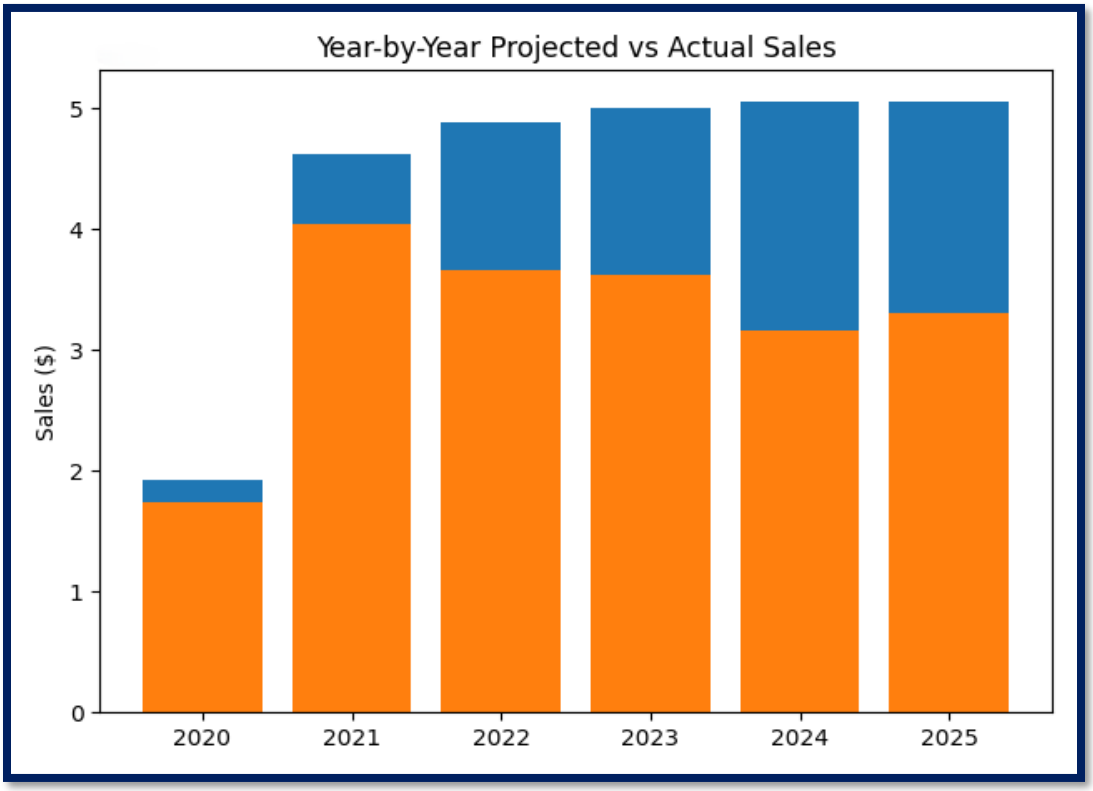
4. Financial Impact Overview

The conditions outlined in Section 3 have had a sustained and measurable financial impact on Crabby's Dockside Ft. Pierce, resulting in performance that has consistently fallen below the sales levels originally projected at the time of lease execution.

At lease commencement, financial projections reasonably assumed increased waterfront activity, accessible parking, and incremental demand generated by planned nearby development. Those assumptions formed the basis for anticipated revenue, staffing levels, capital planning, and long-term lease obligations. As described previously, several of these underlying drivers have not materialized, while additional external pressures have emerged.

4.1 Revenue Performance & Sales Pressure

Ongoing parking limitations, reduced walk-in traffic, public-area guest experience concerns, and the absence of anticipated development-driven demand have directly constrained revenue growth. These factors have limited the restaurant's ability to capitalize on peak dining periods and have reduced discretionary visitation from both local residents and tourists.



Blue – projected
Orange - actual

While the restaurant continues to generate sales and remain operational, overall revenue has not aligned with original projections, creating a persistent gap between expected and actual performance that has compounded over time.

4.2 Pandemic-Related Financial Impact

Crabby's Dockside Ft. Pierce opened during the onset of the COVID-19 pandemic, an extraordinary and unanticipated event that significantly disrupted restaurant operations nationwide. Travel restrictions, reduced tourism, staffing instability, supply chain disruptions, and changes in consumer behavior materially affected early-stage performance during a critical period when businesses typically establish operational momentum and reserves.

As a result, the restaurant was forced to utilize capital and financial reserves far earlier than planned, diminishing its ability to absorb subsequent market challenges and limiting long-term financial flexibility.

4.3 Increased Operating Strain

In addition to revenue pressures, ongoing conditions in the marina district have contributed to increased operational strain. Management and staff have been required to devote additional time and resources to guest access challenges, public-area safety concerns, and operational disruptions that fall outside the scope of normal restaurant operations. These demands place pressure on staffing, management focus, and overall efficiency while providing no corresponding increase in revenue.

4.5 Performance vs. Original Projections

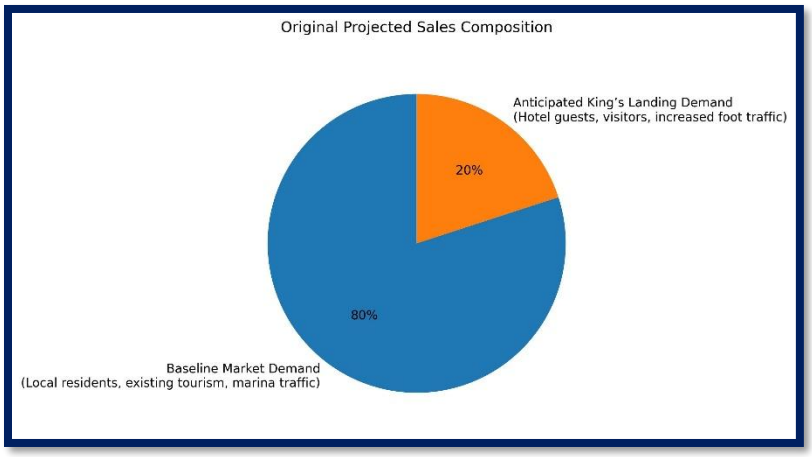
At the time Crabby's Dockside Ft. Pierce entered into its lease agreement, financial projections reflected reasonable assumptions about market growth, waterfront activation, and anticipated demand from planned nearby development. As outlined in the original investor pro forma, projected sales anticipated steady growth beyond the initial startup period, with mature annual sales exceeding $4.5 million, a level at which the restaurant's business model is designed to operate sustainably and profitably.

Crabby's Dockside Fort Pierce
Investor Pro-forma

	July 20 - December 2020 Startup	2021 Year 1		2022 Year 2		2023 Year 3		2024 Year 4		2025 Year 5		Total
Projected Sales	1,927,083	$ 4,625,000		$ 4,887,500		$ 4,994,375		$ 5,051,594		$ 5,059,173		$ 26,544,726
Projected Operating Income	134,896	813,862	17.6%	872,653	17.9%	885,438	17.7%	895,582	17.7%	896,926	17.7%	$ 4,499,357
Actual Sales	1,738,804	4,037,246		3,655,780		3,617,161		3,165,204		3,299,250		$ 19,513,445
Operating Income	107,472	185,440	4.6%	12,944	0.4%	(74,025)	-2.0%	(185,335)	-5.9%	(112,956)	-3.4%	$ (66,460)

Actual performance has consistently fallen below these projections. From opening through 2025, cumulative projected sales totaled approximately $26.5 million, while actual sales during the same period totaled approximately $19.5 million, representing a shortfall of more than $7 million.

Importantly, original projections assumed that approximately 20% of total sales would be generated by guests staying in or visiting the area as a result of the planned King's Landing development. That anticipated demand has not materialized, contributing significantly to the ongoing gap between projected and actual performance.



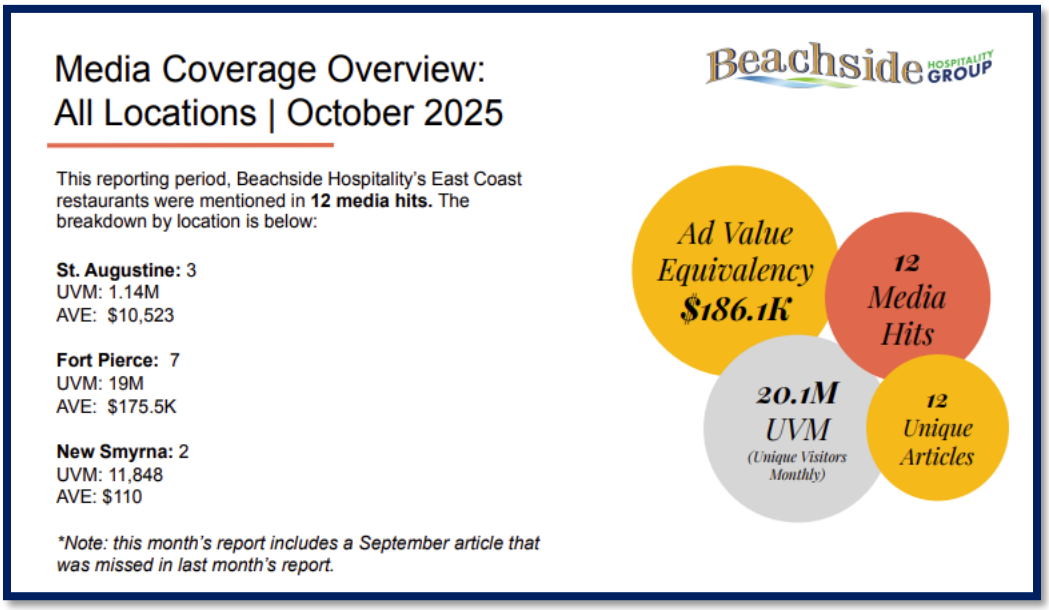
Because staffing levels and fixed operating costs are not proportionally reduced at lower sales volumes, this revenue shortfall has had a pronounced impact on operating income. While early projections anticipated positive operating margins approaching 17–18% in mature years, actual operating results have declined year over year, resulting in cumulative operating losses despite continued operational effort and cost management.

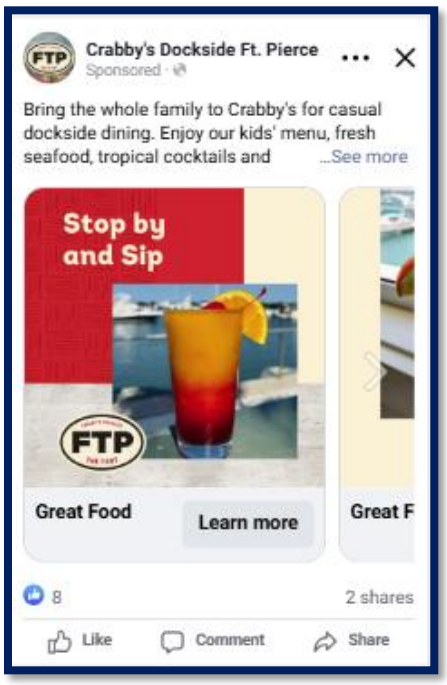
5. Community Investment, Economic Value & Ongoing Commitment

Crabby's Dockside Ft. Pierce plays an active and meaningful role in the Fort Pierce community that extends well beyond restaurant operations. As a waterfront tenant on City-owned property, Crabby's Dockside views its presence as both an economic driver and a community partner, contributing to tourism visibility, local engagement, and charitable support throughout St. Lucie County.

5.1 Proactive Marketing & Tourism Engagement

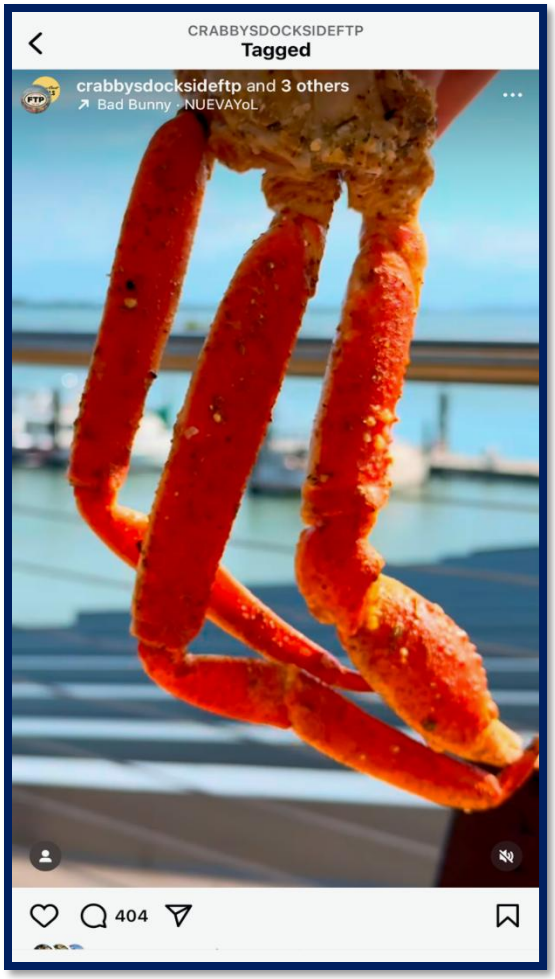
Over the past six months, Crabby's Dockside has made targeted investments to increase awareness, visitation, and economic activity within the marina district. These efforts include the engagement of an outside Marketing and Public Relations firm to expand reach through targeted digital campaigns, strategic social media advertising, and earned media opportunities.





In addition, Crabby's Dockside has partnered with local and statewide influencers, Visit St. Lucie County, and other tourism-focused organizations to promote the restaurant (and by extension, Fort Pierce) as a waterfront destination. These initiatives are designed to drive incremental visitation, attract new audiences, and support the broader tourism economy, while reinforcing the marina district as an active and welcoming hub for residents and visitors alike.

These efforts reflect a continued financial and strategic investment by Crabby's Dockside to grow demand organically, despite market conditions that remain challenging.



5.2 Local Sourcing & Menu Investment

As part of its commitment to supporting the local economy and enhancing the guest experience, Crabby's Dockside Ft. Pierce has made ongoing investments in menu development and sourcing practices that reflect the character and preferences of the Fort Pierce community.

The restaurant has actively worked with local fishermen and seafood suppliers to feature fresh, daily catches whenever available, allowing guests to enjoy regionally sourced seafood while supporting the local fishing industry. These efforts help reinforce Fort Pierce's identity as a working waterfront and provide a meaningful economic benefit to local vendors and maritime professionals.

In parallel, Crabby's Dockside has refined menu offerings to better align with the tastes and expectations of both local residents and visitors, while maintaining the quality and consistency expected of a waterfront destination. These updates are part of a broader strategy to strengthen repeat visitation, enhance guest satisfaction, and promote the restaurant as an authentic Fort Pierce dining experience.

These sourcing and menu initiatives represent continued financial and operational investment by Crabby's Dockside and are intended to drive organic growth while supporting local livelihoods.

5.3 Charitable Giving & Community Support

Crabby's Dockside maintains an ongoing commitment to supporting local and regional causes that directly benefit Fort Pierce residents and families. Recent and recurring initiatives include:

- **National Pediatric Cancer Foundation:** Regular participation in fundraising initiatives to support children and families impacted by pediatric cancer.
- **Local Fishermen & Community Support:** Hosting a benefit event for Gil Coombes, a well-known local fisherman, with a portion of our sales donated to assist his family.
- **Treasure Coast Manatee Foundation:** Annual partnership and financial support to promote marine conservation and education within the Treasure Coast.
- **Holiday Giving Initiatives:** Donation of turkeys to local shelters during the holiday season to support families in need throughout St. Lucie County.
- **Amazon Teacher Giveback Program:** Completion of the sixth consecutive year of this program, providing classroom supplies to local teachers and supporting public education across the county.

These efforts represent an ongoing commitment to reinvesting in the local community and supporting organizations that strengthen the social fabric of Fort Pierce.

5.5 Youth Engagement & Educational Outreach

Crabby's Dockside also supports educational initiatives and youth engagement programs aimed at fostering learning and community connection. Notably, the restaurant has hosted local school field trips to Sweet Willy's Ice Cream, located within the restaurant, where students participate in hands-on lessons focused on real-world math skills such as spending money, understanding bill totals, and calculating change.

Additional youth-focused initiatives include:

- Providing free scoops of ice cream to St. Lucie County Principal's List and Honor Roll students, recognizing academic achievement and encouraging positive outcomes for local youth.
- Sponsoring the Fort Pierce Little League Senior Team, supporting local youth athletics and reinforcing Crabby's Dockside's commitment to investing in Fort Pierce's next generation.

These programs reinforce Crabby's Dockside's role as a family-friendly destination and a positive presence within the community.

5.5 Future Community Partnerships & 2026 Initiatives

Looking ahead to 2026 and beyond, Crabby's Dockside plans to expand its community engagement through the launch of a Spirit Night program, allowing local schools, nonprofits, and community organizations to partner with the restaurant and receive a portion of daily sales to support their missions.

This initiative is designed to provide ongoing fundraising opportunities for local organizations while increasing visitation to the marina district and strengthening ties between Crabby's Dockside and the Fort Pierce community.

5.6 Long-Term Value to the City of Fort Pierce

Through employment, tourism promotion, charitable giving, and community programming, Crabby's Dockside Ft. Pierce contributes meaningfully to the vitality of the marina district and the City as a whole. Maintaining a healthy, active tenant at this location supports the City's goals of waterfront activation, economic sustainability, and positive public perception.

6. Path Forward & Partnership with the City of Fort Pierce

Crabby's Dockside Ft. Pierce submits this request for temporary rent abatement with the intent of preserving a productive, long-term partnership with the City of Fort Pierce and ensuring the continued vitality of the marina district.

The challenges outlined in this packet reflect conditions that have materially impacted performance and fall largely outside the tenant's control. At the same time, Crabby's Dockside has demonstrated ongoing commitment through continued operation, sustained employment, proactive marketing investment, and meaningful community engagement. These efforts reflect our belief in the long-term potential of the Fort Pierce waterfront and our desire to remain a positive contributor to its success.

The requested 18-month rent abatement is designed to provide a defined period of financial relief that allows Crabby's Dockside to stabilize operations, rebuild reserves, and continue implementing initiatives aimed at increasing visitation and economic activity within the marina district. This request is temporary in nature and is not intended to alter the long-term structure of the lease agreement.

Crabby's Dockside welcomes the opportunity to work collaboratively with the City to address shared challenges affecting the marina district, including guest access, public-area conditions, and long-term activation of the waterfront. We remain open to ongoing dialogue, site walkthroughs, and coordinated efforts that support both tenant sustainability and City objectives.

We appreciate the City's time and consideration of this request and respectfully submit this packet in good faith, with the goal of maintaining a strong, active, and mutually beneficial presence on the Fort Pierce waterfront for years to come.

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE Florida

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
POSTAGE PREPAID

January 30, 2026

Winking Starfish, LLC
11201 Corporate Cir N, Suite 100
St. Petersburg, FL 33716
Attention: Gregory Powers

Re: Crabby's Dockside Fort Pierce – Notice to Cure – Nonpayment of Rent and Property Taxes

Dear Mr. Powers,

This letter serves as formal written notice under the Lease Agreement between the City of Fort Pierce ("Landlord") and Winking Starfish, LLC ("Tenant") for the premises located at 2 Avenue A, Fort Pierce, Florida 34950 regarding Tenant's failure to pay rent and property taxes as required.

Unpaid Rent
Tenant has failed to pay rent since September 2025 in accordance with Article IV of the Lease. As of the date of this notice, the total amount of unpaid rent is $58,721.64 and the associated late fees total $2,936.08. Pursuant to Article XVII of the Lease, failure to pay rent when due, which is not cured within ten (10) business days after written notice, constitutes an Event of Default.

Unpaid Property Taxes
Real property taxes applicable to the premises have also not been paid. Pursuant to Section 10.1 of the Lease, Tenant is responsible for the payment of all real property taxes applicable to the demised premises based upon the assessed value of the restaurant facility. The amount currently due for unpaid property taxes is $132,299.95.

Sales Tax
Additionally, there is an outstanding rounded sales tax balance of $22.00 related to the May 2025 ice cream sales threshold, which was calculated as 3% of $744.00.

Total Amount Due
Tenant is hereby required to remit full payment of all outstanding amounts, including unpaid rent, accrued late fees, property taxes, and outstanding sales tax, for a total amount due of $193,979.67, within ten (10) business days of receipt of this notice to cure this default. If full payment is not received as required, the City of Fort Pierce may proceed with further legal action.

Enclosed please find a copy of the Lease Agreement and a detailed spreadsheet outlining the past-due amount owed to the City of Fort Pierce.

Sincerely,

Richard D. Chess, MBA
City Manager

Attachments
C: City Clerk
City Attorney
Marina Director
Community and Economic Development Director

CRABBY'S DOCKSIDE FT PIERCE
Past Due Amount to City of Fort Pierce
As of January 30, 2026

Bill Number	Bill Date 1	Monthly Rent Due Now	Late Fee Due Now	
379	01/01/26	$14,680.41	$734.02	Monthly Rent
366	12/01/25	$14,680.41	$734.02	Monthly Rent
350	11/01/25	$14,680.41	$734.02	Monthly Rent
335	10/01/25	$14,680.41	$734.02	Monthly Rent
subtotal		$58,721.64	$2,936.08	
		Real Estate Tax Due Now		
360	11/10/25	$53,271.06	$0.00	2025 Real Estate Taxes
310	07/25/25	$45,445.53	$0.00	2024 Real Estate Taxes
309	07/25/25	$33,583.36	$0.00	2023 Real Estate Taxes
		$132,299.95	$0.00	
		Sales Tax Due Now		
290	06/23/25	$22.00	$0.00	Outstanding sales tax
subtotal		$22.00	$0.00	
TOTAL DUE		$191,043.59	$2,936.08	$193,979.67

INFO:
Rent is set amount monthly with 2% increase per year.
Additionally, rent includes percentage of sales over breakpoint:

Item	Break point	Percentage
Food	2,500,000	2%
Alcohol	600,000	7%
Ice cream	100,000	5%

Percentage Received:

FY 2023	19,009
FY 2024	6,829
FY 2025	4,623

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

December 5, 2018

Mr. Gary Hardie
Beachside Hospitality Group
11201 Corporate Circle North, Suite 120
St. Petersburg, FL 33716

Re: Crabby's Dockside Fort Pierce
Lease between Winking Starfish and City of Fort Pierce

Dear Gary:

On December 3, 2018, the Fort Pierce City Commission approved the Lease between Winking Starfish and the City of Fort Pierce for the construction and operation of Crabby's Dockside. The lease will become effective forty-five calendar days from the date notice is provided and accepted that all permits have been received; the term of the lease, twenty years plus two, five-year renewals, will commence upon substantial completion which is estimated to occur on or around March, 2020. I have enclosed an original for your files.

In the meantime, pursuant to section 18.21 of the lease, I have enclosed a "Memorandum of Lease Agreement" for signature which we intend to record with the Clerk of the Court. Please have the agreement executed and return it and I will then have it recorded and provide you a final copy.

If you have any additional questions, please feel free to give me a call. It has been a great pleasure working with you on this agreement.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Nicholas Mimms, City Manager
Johnna Morris, Finance Director
Mike Reals, Public Works Director
Dean Kubitschek, Marina Manager

LEASE AGREEMENT
TO LEASE AND IMPROVE THE WATERFRONT RESTAURANT AND BAR
AT THE FORT PIERCE CITY MARINA

THIS LEASE AGREEMENT is entered into this 3rd day of December, 2018, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, (hereafter "LANDLORD") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and **WINKING STARFISH, LLC**, a Florida Limited Liability Company, (hereafter "TENANT"), whose business address is 11201 Corporate Circle N, Suite 100, St. Petersburg, FL 33716.

ARTICLE I
PREMISES

1.1 Premises. Subject to the terms and provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the real property described on the attached Exhibit A (the "Demised Premises") and located at 2 Avenue A, Fort Pierce, Florida, 34950, including, without limitation, the existing restaurant building currently located on the Land (the "Existing Building"), and all other buildings, structures, and other improvements located on the Land (with the Existing Building, collectively, the "Improvements"), and further described as Parcel ID: 2410-503-0041-040-0 containing a gross land area of 9,804 square feet. The Land and the Improvements are, collectively, the "Demised Premises".

1.2 Effective Date. The "Effective Date" will be forty-five (45) calendar days from the date notice is provided by the Tenant, and accepted by the Landlord, that the final approval of all required permits to commence the development of the project have been received. Tenant accepts the Premises in their "AS IS, WHERE IS" condition as of the Effective Date.

ARTICLE II
TERM

2.1 Lease Term. Tenant shall have leasehold rights to demolish the Existing Building on the Premises and build the Building (as defined in Section 3.1 below), pursuant to this Lease, as of the Effective Date. The term of this Lease (the "Term") shall be for a period of 20 years, commencing on the Substantial Completion Date (as defined in Section 3.4 below), unless sooner terminated pursuant to the terms of this Lease. Tenant shall have an option to renew this Lease for two (2) additional five (5) year terms. Tenant shall furnish Landlord with a minimum of one (1) year written notice of its intention to exercise this option prior to the expiration of the twenty (20) year lease term.

ARTICLE III
CONSTRUCTION OF NEW RESTAURANT BUILDING

3.1 Construction of New Restaurant Building. Tenant shall, at its expense, demolish the Existing Building and design and construct on the Land a new restaurant building (the "Building"), estimated at $2,600,000.00, subject to the terms and conditions of this Article III (the "Tenant Work"). It is mutually understood that Tenant Work does not include Tenant's equipment, fixtures, or other personal property placed on the Premises. Tenant anticipates that Substantial Completion (as defined below) of the Tenant Work will occur on or about March, 2020. Tenant shall use all commercially diligent efforts, as quickly as reasonably practicable, to obtain all permits and approvals necessary to construct the Tenant Work and to achieve Substantial Completion of the Tenant Work.

In addition to the construction of the proposed restaurant Building, the Landlord and Tenant reserve the right to negotiate the terms for the construction of the Marina Fuel Building concurrently with the restaurant construction. Any such agreement may be finalized through an addendum to this agreement. It has been determined that the buildings must be constructed concurrently because of inaccessibility to the area dedicated to the Marina Fuel Building once the proposed restaurant is completed. If agreement cannot be reached, the parties will proceed under the existing lease terms.

3.2 Plans and Approvals. Tenant shall provide plans and specifications for the Tenant Work to Landlord for Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Such plans and specifications shall include, without limitation, any site plans, floor plans, and elevations (including, without limitation, exterior shades, awnings, window coverings, lights, and canopies) prepared for the Tenant Work. The plans and specifications approved by Landlord and Tenant, and any construction or permit drawings prepared by Tenant's architect based on such approved plans and specifications, are, collectively, the "Final Plans."

3.3 Requirements. All Tenant Work shall be completed in compliance with applicable Legal Requirements (as defined in Section 6.4 below), and in a good and workmanlike manner, by licensed contractors with appropriate building permits.

Tenant agrees to require that the general contractor performing the Tenant Work shall maintain:

(a) Builder's Risk insurance on the Building on an all-risk basis and in an amount equal to the contract amount of the Tenant Work, naming the landlord as a loss payee and additional insured.

(b) Commercial General Liability insurance with minimum limits of at least $1,000,000 per occurrence and $2,000,000, general aggregate and naming the Landlord and its officials, officers and employees as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations). Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Tenant Work.

(c) Automobile Liability insurance with minimum coverage limits of $1,000,000 each occurrence - bodily injury and property damage combined for liability arising out of the ownership, maintenance or use of the Contractor's owned, hired and non-owned automobiles.

(d) Contractor's Pollution insurance with minimum limits of at least $1,000,000 per occurrence and $2,000,000, general aggregate.

(e) Design Professional Liability insurance for liability arising out of rendering or failure to render professional architectural design and engineering services in the performance of the Tenant Work, with minimum coverage limits of $1,000,000 per occurrence or per claim. If coverage is on an occurrence basis the coverage must be maintained for at least three years after completion of the work. If coverage is on a claims-made basis, the contractor shall purchase, at its own expense, an extended reporting period ("tail" coverage) of at least three years.

(f) performance and payment bonds for the Tenant Work and completion of the Building, in the form and amounts required by Section 255.05, Florida Statutes.

3.4 Substantial Completion. The term "Substantial Completion" means substantial completion of the Tenant Work in accordance with the Final Plans, as evidenced by Tenant's receipt of all approvals necessary for Tenant to occupy and operate its restaurant in the Building, including, without limitation, a certificate of occupancy for the Building. The date on which Substantial Completion occurs is the "Substantial Completion Date."

3.5 Total Project Costs. The term "Total Project Costs" means the sum of all costs and expenses paid or incurred by Tenant for the design, engineering, permitting, construction, and installation of the Tenant Work.

3.6 Confirmation of Dates and Amounts. Within 30 days after the Substantial Completion Date, Landlord and Tenant shall execute a written instrument prepared by Tenant and memorializing (a) the Substantial Completion Date; (b) the Rent Commencement Date; (c) the Total Project Costs; (d) the Base Rent amounts payable by Tenant throughout the Term ; and (e) the total amount of air conditioned square footage of the Building (the "Building Square Footage").

ARTICLE IV
RENT

4.1 Base Rent. Commencing on the Substantial Completion Date, Tenant shall pay to Landlord annual base rent in the amounts set forth in Exhibit D (as more particularly defined in Exhibit B, the "Base Rent"). The Base Rent of $159,558.00 per year, shall be paid monthly, in 12 equal monthly installments, on or before the first day of such calendar month. The Base Rent and any other amounts owed by Tenant to Landlord under this Lease are, collectively, the "Rent". Tenant shall make all Rent payments to Landlord at the address listed in Section 18.7, or to such other address as Landlord may from time to time designate by written notice to Tenant. Tenant's Base Rent shall be appropriately prorated for any partial month during which the Rent Commencement Date or the expiration or termination date of this Lease occurs. On the first day of the second Rental Year and each subsequent Rental Year; the Base Rent shall increase by two percent (2%), which annual increases shall be on a cumulative, compounding basis.

4.2 Percentage Rent.

(a) Commencing on the Rent Commencement Date and for each subsequent Sales Period (as defined below) during the Term, Tenant shall pay to Landlord, in addition to Base Rent, "Percentage Rent" in an amount equal to (i) two percent (2%) of Food Sales (as defined below) for such Sales Period (as defined below) in excess of the Food Sales Breakpoint (as defined below), and (ii) seven percent (7%) of Alcohol Sales (as defined below) for such Sales Period in excess of the Alcohol Sales Breakpoint (as defined below) and (iii) five percent (5%) of Ice Cream Sales (as defined below) for such Sales Period (as defined below) in excess of the Ice Cream Sales Breakpoint (as defined below),.

(b) For each Sales Period during the Term, the "Food Sales Breakpoint" means $2,500,000.00; the term "Alcohol Sales Breakpoint" means $600,000.00; and the term "Ice Cream Sales Breakpoint" means $100,000.00.

(c) The term "Gross Sales" means all revenue generated from food and beverages sold in or from the Premises and Outdoor Seating Area by Tenant; provided, however, the following shall be excluded from Gross Sales: (i) refunds to customers on transactions otherwise included in Gross Sales; (ii) sales from vending

machines used primarily for employee purposes; (iii) all sums representing sales taxes collected from customers and paid over to the applicable taxing authority; (iv) the transfer of food or beverages from the Premises to another store or a place of business owned or operated by Tenant or one of its affiliates; (v) donations of food or beverages to non-profit charitable and religious institutions; (vi) returns to shippers or manufacturers. The term "Food Sales" means Gross Sales attributable to the sale of food; the term "Alcohol Sales" means Gross Sales attributable to the sale of beer, wine, and liquor; and the term "Ice Cream Sales" means Gross Sales attributable to the sale of ice cream products. "Sales Period" means each successive four (4) week period during the Term, commencing on the Rent Commencement Date.

(d) Percentage Rent shall be paid by Tenant within 30 days after the end of each Sales Period. Each payment of Percentage Rent shall be accompanied by a statement setting forth Gross Sales made during such Sales Period and signed and certified as correct by an officer of Tenant. Upon written request from Landlord given with 15 days after receipt of Tenant's annual Gross Sales statement for a Sales Period, Tenant shall provide Landlord with reasonable back-up documentation regarding Tenant's calculation of Gross Sales for such Sales Period.

4.3 Tax on Rents. Tenant shall be responsible for and shall pay to Landlord all federal, state, or local sales and use taxes (or taxes or assessments in lieu thereof) payable with respect to the Rent and all other sums payable under this Lease by Tenant.

4.4 Late Charge. Tenant shall pay a late charge of five percent (5%) of the total amount overdue if any installment of Rent or any other amount due from Tenant to Landlord is received by Landlord more than five business days after the applicable due date. This charge is for extra expenses incurred by Landlord and shall not be considered interest or penalty.

ARTICLE V
ALTERATIONS AND TENANT EQUIPMENT

5.1 Alterations. Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of Landlord upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Demised Premises to the

original condition at Tenant's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of Landlord without credit or compensation to Tenant.

5.2 Ownership of Improvements. During the Term, Tenant shall be considered for income tax purposes to be the owner of the Building and any other Alterations and Improvements made by or on behalf of Tenant following the Effective Date, and Tenant alone shall be entitled to take tax deductions on its federal and state income tax returns for the depreciation and other expenses related to such improvements. Upon expiration or earlier termination of this Lease, the ownership of such improvements made by or on behalf of Tenant shall belong to Landlord, except as expressly provided otherwise in this Lease.

5.3 Tenant Equipment. Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the Demised Premises shall vest in Landlord upon the termination of this Lease or any renewal or extension thereof, and Tenant acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

5.4 Liens. Neither Landlord nor Tenant shall cause or permit to be recorded, filed, claimed, or asserted against the Premises any mechanic's lien for supplies, machinery, tools, equipment, labor, or material contracted for by, through, or under such party and furnished or used in connection with any construction, development, alteration, improvement, addition to, repair to, or maintenance of any Improvements, and if Landlord or Tenant causes or permits any such lien to be so recorded, filed, claimed, or asserted, the responsible party shall cause the same to be released or discharged within 30 days thereafter. If either party breaches the foregoing covenant, the other party may cause any such claimed lien to be released of record by bonding or payment or any other means available. The defaulting party shall pay to the non-defaulting party on demand all sums paid and costs, including reasonable attorneys' fees, incurred by the non-defaulting party in connection therewith.

NOTHING IN THIS LEASE SHALL BE DEEMED TO BE, OR CONSTRUED AS CONSTITUTING, THE CONSENT OR REQUEST OF LANDLORD, EXPRESSED OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY PERSON, FIRM, OR CORPORATION FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS FOR ANY CONSTRUCTION, REBUILDING, ALTERATION, OR REPAIR OF OR TO THE PREMISES OR ANY PART THEREOF, NOR AS GIVING TENANT ANY RIGHT, POWER, OR AUTHORITY

TO CONTRACT FOR OR PERMIT THE RENDERING OF ANY SERVICES OR THE FURNISHING OF ANY MATERIALS THAT MIGHT IN ANY WAY GIVE RISE TO THE RIGHT TO FILE ANY LIEN AGAINST THE BUILDING OR LANDLORD'S INTEREST IN THE PREMISES. TENANT SHALL NOTIFY ANY CONTRACTOR PERFORMING ANY CONSTRUCTION WORK AT THE PREMISES ON BEHALF OF TENANT THAT THIS LEASE SPECIFICALLY PROVIDES THAT THE INTEREST OF LANDLORD IN THE PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT, AND NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES, OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN AND TO THE PREMISES, THE BUILDING, OR ANY PORTION THEREOF. IN ADDITION, LANDLORD SHALL HAVE THE RIGHT TO POST AND KEEP POSTED AT ALL REASONABLE TIMES ON THE PREMISES ANY NOTICES WHICH LANDLORD SHALL BE REQUIRED SO TO POST FOR THE PROTECTION OF LANDLORD AND THE PREMISES FROM ANY SUCH LIEN. TENANT AGREES TO PROMPTLY EXECUTE SUCH INSTRUMENTS IN RECORDABLE FORM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF FLORIDA STATUTE 713.10.

ARTICLE VI
USE & OPERATIONS; COMPLIANCE WITH LAWS

6.1 Use. Tenant shall use the Premises for the operation of a full service restaurant and bar, including liquor, beer, and wine sales for on-premises consumption, initially under the trade name "Crabby's Dockside Fort Pierce", including the incidental sale of Tenant's branded clothing and merchandise, or for such other restaurant use that complies with all Legal Requirements (the "Permitted Use"), and for no other use without Landlord's prior written consent.

6.2 Hours of Operation. At all times during this Lease, the minimum hours of operation from shall be from 11:00 a.m. to 10:00 p.m., seven (7) days per week unless agreed otherwise in writing by Landlord, with the exception of Easter, Thanksgiving and Christmas. Tenant further acknowledges the need for the continuous and regular operation of its restaurant facility, including the duty to exercise best management practices, and the operation of said business as provided for herein shall be a separate covenant under this Lease. Tenant shall have the right to extend business hours at its election. The Tenant agrees that any live music shall end at 11:00 p.m. unless advance permission from the Landlord or designee is obtained. In any event, all music and other activities must comply with the City's noise ordinance.

6.3 Continuous Operations. During the Term, and except during Excused Periods, Tenant shall continuously operate and conduct business at the Premises for the Permitted Use. The term "Excused Periods" means periods of time during which Tenant's failure or refusal to conduct the operations of its business (a) results from alterations, renovations, or repairs being performed in and to the Premises for a continuous period not in excess of an aggregate of fifteen 15 days (or such longer period that is approved by Landlord in writing and in advance) in any consecutive 12 month period; (b) is caused by Force Majeure, damage or destruction, or eminent domain proceedings or actions; (c) is caused by any act or omission of Landlord; or (d) is during the following holidays: Easter Sunday, Thanksgiving Day, or Christmas Day.

6.4 Tenant's Conduct. Tenant shall operate its business in an efficient, high class, and reputable manner. Tenant shall keep the Premises neat, clean, sanitary, and reasonably free from dirt, rubbish, insects, and pests at all times. Tenant shall not (a) use or maintain the Premises in such a manner as to constitute an actionable nuisance to Landlord or any third party, or (b) commit or permit waste of the Premises.

6.5 Common Area. The term Common Area: shall mean that part of the entire adjacent marina property owned and operated by the Landlord located at One Avenue "A", Fort Pierce, Florida 34950 as designated by Landlord from time to time for the common use of all occupants of the Fort Pierce City Marina, including, among other facilities, parking area, walkways, landscaping, and loading areas, all of which shall be subject to Landlord's sole management and control. Tenant and its employees, customers, subtenants, licensees and concessionaires shall have the nonexclusive right and license to use the Common Area, to include the use of the landing/day dock area, as constituted from time to time, such use to be in common with Landlord, other tenants and occupants of the property, and all other persons permitted by Landlord to use the same and subject to such reasonable rules and regulations governing the use thereof as Landlord may from time to time prescribe, including the designation of specific areas within the property or in reasonable proximity thereto in which automobiles and vehicles owned or operated by Tenant, its employees, business invitees, and licensees shall travel or be parked. Landlord shall operate, maintain and repair the Common Area in such a manner as Landlord shall in its sole discretion determine.

6.6 Compliance with Laws. Tenant shall, at its expense, (a) obtain any and all occupational licenses (business tax receipt) beverage licenses, and other permits and approvals required for the operation of Tenant's business at the Premises, and (b) comply with all laws, codes, regulations, orders, and ordinances, including, without limitation, the City of Fort Pierce Code of Ordinances and the regulations and orders of the Florida Department of Business and Professional Regulation,

applicable to Tenant's use and occupancy of the Premises (collectively, "Legal Requirements").

ARTICLE VII
SIGNS

7.1 Signs. Tenant shall, at its expense, have the right to install signs related to Tenant's business in or on the Premises, or in areas coordinated with and approved by the Landlord or designee. Any signs installed by Tenant shall comply with all Legal Requirements. Tenant shall, at its expense, maintain its signs in good condition and repair. Upon the expiration or earlier termination of the Lease, Tenant shall remove any signs installed by Tenant in or on the Premises.

ARTICLE VIII
UTILITIES

8.1 Utilities. During the Term, Tenant shall contract in its own name, and pay directly to the applicable public utility, for all water, sewer, electricity, gas, telephone, communication, stormwater, solid waste collection, and other utility charges and fees related to the Premises. The Landlord recognizes the ongoing challenges of garbage removal in the marina waterfront area and will work closely with the Tenant in an effort to address the volume of garbage and recycling materials in a mutually agreeable manner.

ARTICLE IX
MAINTENANCE AND REPAIR

9.1 Maintenance and Repair. During the Term, Tenant shall, at its expense, maintain the entire Premises in good order, condition, and repair (including necessary replacements), subject to reasonable wear and tear. Without limiting the foregoing, Tenant shall keep all restroom facilities clean and sanitary, and no coin-operated toilets or other coin-operated devices will be allowed in the restroom facilities without prior written approval of Landlord.

9.2 On-Going Capital Improvements or Repairs.

(a) Tenant shall maintain the Premises in a first class operating condition according to acceptable industry standards and applicable codes. Landlord has the right to inspect the Premises at any time upon reasonable prior notice to Tenant, and Landlord will provide written notice to Tenant of any improvements or repairs that Landlord believes are necessary to comply with the aforementioned standards. If Tenant contests the necessity of an improvement or repair requested by Landlord, and at any other time at the request of either party (but not more frequently than once in any 12 month period), Landlord and Tenant shall meet in good faith to

discuss the need for any improvements or repairs necessary to comply with the aforementioned standards and to resolve any disputes relating thereto.

(b) If any improvement or repair described in Section 9.2(a) has not commenced within 30 days after Tenant's receipt of written notice from Landlord (or, if later, the date on which the need for such improvement or repair has been conclusively determined pursuant to this Section 9.2), Landlord has the right to self-perform the improvement or repair. If it becomes necessary for Landlord to self-perform any such improvement or repair, Landlord will prepare a cost estimate of the work to be performed, and Tenant will reimburse Landlord for the costs of such improvement or repair, as additional Rent, in the following applicable monthly period after the improvements and repairs are completed and an invoice is presented.

ARTICLE X
TAXES AND FEES

10.1 Payment of Taxes and other Fees. Tenant shall be responsible to pay the real property taxes applicable to the Demised Premises based upon the assessed value of the restaurant facility. Upon receipt of each yearly ad valorem tax bill for the Demised Premises, Landlord shall submit an invoice to Tenant for the ad valorem taxes specified herein, and Tenant shall remit payment within fifteen (15) days of such invoice in order for Landlord to obtain the maximum applicable discount for early payment.

10.2 Proration at Commencement and End of Term. If the Rent Commencement Date or end of the Term does not coincide with the commencement or end of a tax year, Taxes for the tax year in which this Lease commences and/or ends shall be prorated between Landlord and Tenant, based on the most recent assessment. Such proration shall be subsequently adjusted when the actual bills for Taxes become available. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

ARTICLE XI
INSURANCE

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

(a) All Risk Property insurance against all physical loss or damage to the Premises and Improvements (including windstorm and flood coverage), with replacement cost coverage and not subject to any coinsurance provisions. The Landlord shall be named as Loss Payee and Additional Insured. The maximum

deductible for other than windstorm, hail, earth movement of flood shall be $25,000 per occurrence. The maximum deductible for windstorm and hail shall be the greater of $100,000 or 5% of the estimated actual cash value of the insurable property at the time of the loss. The maximum deductible for earth movement or flood shall be $50,000 per occurrence.

b) Commercial General Liability insurance coverage shall be provided on a form no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), and acceptable to the Landlord.

Landlord and its officials, offers and employees shall be included as "Additional Insured' on a form no more restrictive than ISO form CG 20 11 (Additional Insured – Managers or Lessors of Premises).

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

General Aggregate:	$2,000,000
Products/Completed Operations Aggregate:	$2,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000
Damage to Leased Premises:	$300,000

(c) Commercial Automobile Liability insurance shall be provided on a form no more restrictive than that provided by the Standard Business Auto Policy (ISO Form CA 00 01, as filed for use in the State of Florida by the Insurance Service Office, without any restrictive endorsements and including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the tenants use or occupancy of the premises. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

(d) Workers' Compensation/Employer's Liability Insurance shall be provided on a form no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements other than those endorsements which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$500,000	Each Accident
	$500,000	Disease – Policy Limit
	$500,000	Disease – Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the Landlord, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

(e) Liquor Liability Coverage shall be maintained during any Periods that Tenant sells or serves alcoholic beverages at the premises. Such insurance shall cover liability of Tenant arising out of the sale of alcoholic beverages on the Premises and in the course of their business and name the Landlord as an Additional Insured. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$1,000,000 General Aggregate

$1,000,000 Each Occurrence

11.2 Insurance Providers. The Insurance required by Section 11.1 above shall be written by insurance companies authorized to conduct insurance business in the state of Florida and shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

11.3 Premiums. Tenant shall (a) pay all premiums for the insurance required by Section II.1 above as and when due, (b) timely renew or replace each policy, and (c) deliver to Landlord certificates evidencing such coverage.

11.4 Waiver of Subrogation. Each party releases the other party, and waives its entire right of recovery against the other party, for all direct, consequential, or other loss or damage arising out of or related to any damage to the releasing and waiving party's property that is covered by property insurance carried by the releasing and waiving party, whether or not such loss or damage was caused by the negligence of the other party or its agents, employees, contractors and/or invitees.

11.5 Periodic Modifications. Upon the written request of either Party, their representatives shall meet to discuss possible modifications to any of the foregoing insurance requirements if material changes in the availability and cost of the required insurance coverage warrant such action. Any changes made to the insurance required by this Agreement will be made only with the written approval of Landlord

and Tenant, which approval shall not be unreasonably withheld, conditioned or delayed. Not more than once every three (3) Contract Years, Landlord may require an increase in the amount of the required coverage maintained by Tenant.

11.6 Evidence of Compliance. As evidence of compliance with the insurance required herein, Tenant shall furnish Landlord with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Landlord and Landlord' s members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies); or

(c) other evidence satisfactory to Landlord.

11.7 General Conditions.

(a) All policies should be endorsed to provide thirty (30) days written notice of cancellation to Landlord for all coverages. Until such insurance is no longer required by this Contract, Tenant shall provide Landlord with renewal or replacement evidence of insurance prior to the expiration or termination of such insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(b) If requested to do so by Landlord, Tenant shall, within thirty (30) days after receipt of a written request from Tenant, provide Landlord with a certified, complete copy of the policies of insurance providing the coverage required.

(c) The insurance provided by Tenant shall apply on a primary basis to, and shall not require any contribution from, any insurance, or self-insurance, maintained by the Landlord or its officials, officers and employees.

(d) Except as provided herein or where prior written approval has been obtained from Landlord hereunder, no deductible or self-insured retention for any required insurance provided by Landlord pursuant to this Agreement will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, Tenant shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of Landlord, or its officials, officers and employees.

(e) Compliance with these insurance requirements shall not limit the liability of Tenant. Any remedy provided to the Landlord by the insurance provided by the Tenant shall be in addition to and not in lieu of any other remedy (including, but not

limited to, as an indemnitee of Tenant) available to the Landlord under this Agreement or otherwise.

(f) Neither approval nor failure to disapprove insurance furnished by Tenant shall relieve Tenant from responsibility to provide insurance as required by this Agreement.

(g) Certificates of Insurance must be completed as follows:

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

Additional Insured for General Liability and Liquor Liability
City of Fort Pierce and its officials, officers and employees

ARTICLE XII
INDEMNIFICATION

12.1 Indemnification. Except to the extent caused by the negligence, recklessness, or willful misconduct of Landlord, Tenant shall indemnify, hold harmless, and defend Landlord from and against any and all suits, claims, actions, damages, liability, and expense (including reasonable attorneys' fees) (collectively, "Claims") in connection with loss of life, personal injury, or damage to property arising from or out of (a) Tenant's use or occupancy of the Premises, (b) any injury or damage to any person or property occurring in or at the Premises, or (c) any negligence, recklessness, or willful misconduct of Tenant or any of its agents or employees. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability Landlord is entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

ARTICLE XIII
DAMAGE OR DESTRUCTION

13.1 Casualty Damage.

(a) Subject to Section 13.1(b) and 13.2 below, if the Improvements should be damaged or destroyed by fire, windstorm, or other casualty (a "Casualty"), Tenant shall proceed with reasonable diligence to rebuild or repair the Improvements on the Premises to substantially the condition in which they existed prior to such Casualty. If the Improvements are to be rebuilt or repaired in whole or in part following such damage, the rent payable hereunder shall be adjusted equitably in proportion to the

area damaged. Tenant's obligation to rebuild and repair under this Article XIII shall in any event be limited to restoring the Premises to substantially the same condition as existed immediately prior to the Casualty.

(b) Tenant shall have the right, at its option, to terminate this Lease in the event of a Casualty that (i) is reasonably anticipated to prevent Tenant from conducting its business in the Premises for 180 days or more, or (ii) occurs during the last 24 months of the Term. Tenant shall give Landlord written notice of its intent to terminate this Lease within 60 days after the date of the Casualty. If the Lease is terminated by Tenant pursuant to this paragraph, the Rent shall be abated for the unexpired portion of this Lease effective from the date of the Casualty, and Tenant shall not be obligated to rebuild or restore the Improvements.

13.2 Insurance Proceeds. All insurance proceeds attributable to the Improvements and paid as a result of any Casualty shall be paid to Tenant for the purpose of rebuilding or repairing the Improvements, unless Tenant terminates this Lease pursuant to this Article XIII, in which event (a) all insurance proceeds paid as a result of any Casualty damage to the Improvements owned by Landlord shall be paid to and be the property of Landlord, and (b) all insurance proceeds paid as a result of any Casualty damage to the Tenant Equipment or any Improvements owned by Tenant shall be paid to and be the property of Tenant. Landlord and Tenant shall jointly adjust, collect and compromise all claims under any casualty insurance policy required by this Lease and execute and deliver all necessary proofs of loss, receipts, vouchers, and releases required by any insurers.

ARTICLE XIV
CONDEMNATION

14.1 Notice. If either Landlord or Tenant learns that any portion of the Premises has been or is proposed to be subjected to a Taking (as defined below), such party shall promptly notify the other party of such Taking. A "Taking" means the taking of all or any portion of the Premises or any and all access thereto as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use, or the sale or conveyance of all or any part of the Premises or any and all access thereto in lieu of or under the threat of eminent domain or condemnation.

14.2 Termination Option on Substantial Taking. If a Taking occurs during the Term that, in the reasonable judgment of Tenant, interferes with the use of the Premises for Tenant's intended use (a "Substantial Taking"), Tenant may, at its option and upon written notice to Landlord, terminate this Lease as of the date title

of any of the Premises subject to such Taking is transferred to the condemning authority (the "Taking Date").

14.3 Continuation of Lease. If a Taking occurs during the Term that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant fails to exercise its termination option according to Section 14.2 above, this Lease shall remain in full force and effect according to its terms, except that, effective as of the Taking Date, this Lease shall terminate automatically as to any portion of the Premises taken, and the Rent payable during the remaining Term shall be adjusted equitably in proportion to the area taken.

14.4 Reconstruction. If a Taking occurs that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant fails to exercise its termination option according to Section 14.2 above, Tenant shall proceed diligently to repair and restore the Improvements on the Land not so taken to the condition that existed immediately prior to the Taking or, if the Premises are not capable of being so repaired and restored, as closely to such condition as is reasonably practicable, and the Rent payable during the remaining Term shall be adjusted equitably in proportion to the area taken.

14.5 Awards. If any Taking occurs, all awards, compensation, damages, or other consideration paid or payable in connection with the Taking (collectively, the "Award") shall be allocated between Landlord and Tenant as follows: (a) Landlord shall be entitled to receive any portion of the Award attributable to the taking of Landlord's fee interest in the Land, and (b) Tenant shall be entitled to receive any portion of the Award attributable to the taking of Tenant's leasehold interest and any Improvements (including, without limitation, the Building) owned or paid for by Tenant. Tenant shall also be entitled to make a claim for the value of the Tenant Equipment and any other personal property or inventory owned by Tenant, and any moving or business relocation expenses and other business damages of Tenant. In addition, and notwithstanding the foregoing, to the extent Tenant has any restoration or repair obligations pursuant to this Article XIV, any Taking compensation, damages, or consideration paid to Landlord shall be made available to Tenant and used by Tenant for the purpose of such repair or restoration.

ARTICLE XV
ASSIGNMENT AND SUBLETTING

15.1 Assignment and Subletting. Except as provided in Section 15.2 below, Tenant shall not assign Tenant's interest in this Lease, including by operation of law, or sublease the Premises or any portion thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment, subletting, or other transfer shall relieve

Tenant of any liability under this Lease. Tenant shall reimburse Landlord for its reasonable costs (not to exceed $500) in connection with reviewing any request by Tenant for Landlord's consent pursuant to this Section 15.1.

15.2 Permitted Transfers. Notwithstanding anything in this Lease to the contrary, Tenant may, without Landlord's consent, assign this Lease, sublet the Premises in whole or in part, or transfer any other interest of Tenant in this Lease or the Premises, to an entity (each, a "Permitted Transferee"): (a) controlled by, controlling, or under common control with Tenant; or (b) any successor to Tenant or Tenant's business by way of any merger or acquisition transaction; provided, however, in each case, the assignment, sublease, or transfer to such entity may not be undertaken primarily for the purposes of avoiding the restrictions on assignment or sublease contained in Section 15.1 above. Tenant shall not execute or deliver mortgage, deed of trust, collateral assignment of lease, security agreement, or other hypothecating instrument encumbering Tenant's interest under this Lease or leasehold estate in the Premises created by this Lease, in connection with any financing arrangement by Tenant.

ARTICLE XVI
END OF TERM

16.1 Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in good condition and in compliance with Tenant's maintenance and repair obligations in Section 9.1 above, normal wear and tear and Casualty damage excepted. Upon the expiration or earlier termination of this Lease, Tenant shall remove all Tenant Equipment from the Premises, but Tenant shall not be obligated to remove or restore any Tenant Work or Alterations made by Tenant to the Premises.

16.2 Holding Over. In the event Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall be deemed to be occupying the Premises as a Tenant at sufferance, at a monthly Base Rent rate, payable in advance, equal to 125%, for the first 90 days, and 200%, thereafter, of the monthly Base Rent rate payable during the last month of the Term, and Tenant shall further be bound by all of the conditions, provisions, and obligations of this Lease to the extent applicable to a tenancy at sufferance.

ARTICLE XVII
DEFAULTS AND REMEDIES

17.1 Default by Tenant. Each of the following events shall constitute an event of default (each, an "Event of Default") under this Lease:

(a) Tenant's failure to pay any Rent when due, which failure is not cured within 10 business days after written notice by Landlord to Tenant.

(b) Tenant's failure to comply with any non-monetary term, condition, or covenant of this Lease, which failure is not cured within 30 days after written notice by Landlord to Tenant; provided, however, if such default cannot reasonably be cured within 30 days, Tenant shall be entitled to such additional time as is reasonably necessary to cure such default, so long as Tenant commences curing such default within the initial 30 day period and thereafter diligently pursues such cure to completion.

(c) Tenant's vacating or abandoning the Premises, other than during Excused Periods.

(d) Tenant's interest under this Lease or in the Premises is taken upon execution or by other process of law directed against Tenant, or is subject to any attachment by any creditor or claimant against Tenant, and such attachment is not discharged or disposed of within 90 days after such levy.

17.2 Landlord's Remedies. If any Event of Default occurs, Landlord shall have any and all rights and remedies available to Landlord pursuant to applicable law and/or as set forth in this Lease. A receipt by Landlord of any sum in satisfaction of any obligation with knowledge of the breach of any provision hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in a writing signed by Landlord.

ARTICLE XVIII
MISCELLANEOUS

18.1 Estoppel Certificates. Within 20 business days following written request by Landlord or Tenant, the other party shall execute, acknowledge, and deliver to the requesting party a certificate indicating any or all of the following: (a) the date on which the Term of this Lease commenced and the date on which it is then scheduled to expire; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (c) the then current monthly rent; (d) the date through which Rent has been paid; and (e) that, to the certifying party's actual knowledge, no default by either party exists, other than those defaults stated in such certificate. Any such certificate may be relied upon by the requesting party and (i) if Landlord is the requesting party, by any current or prospective purchaser or mortgagee, and (ii) if Tenant is the requesting party, by any prospective sub-tenant or assignee.

18.2 Non-Disturbance Agreement. Landlord shall provide Tenant with a non-disturbance agreement reasonably acceptable to Tenant, which may be included as part of a subordination, non-disturbance, and attornment agreement (a "Non-Disturbance Agreement") executed by all future holders of any mortgages or deeds of trust on the Premises or any ground lessors of the Premises (each, a "Holder"). The entry into a satisfactory Non-Disturbance Agreement with any future Holder shall be a condition precedent to the subordination of this Lease to any future mortgage, deed of trust, or ground lease executed by Lessor and Tenant's obligation to attorn to any future Holder. No subordination of this Lease shall operate to modify the terms of this Lease with respect to the rights of the parties to any condemnation award or insurance proceeds.

18.3 Entry By Landlord. Landlord or Landlord's agents shall have the right to enter the Premises upon reasonable notice and during Tenant's non-business hours, accompanied by Tenant's representative, to inspect the Premises. In the event of an emergency, Landlord or Landlord's agents shall have the right to enter the Premises without notice and at any time, without being accompanied by Tenant's representative. Landlord agrees to take all reasonable steps to minimize any interference with Tenant's business operations as a result of such entry.

18.4 Construction and Capitalized Terms. As used in this Lease, the singular shall include the plural and any gender shall include all genders as the context requires. All capitalized terms used in this Lease shall have the meanings set forth in this Lease.

18.5 Integration. This Lease and all documents executed by Landlord and Tenant contemporaneously or in connection herewith constitute the entire agreement between the parties hereto with respect to the matters set forth in this Lease and supersede all prior understandings and agreements, whether written or oral, between the parties hereto relating to the Premises and the transactions provided for in this Lease. Landlord and Tenant are business entities having substantial experience with the subject matter of this Lease and each have fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule providing that ambiguities in a document are to be construed against the drafter.

18.6 Brokers. Each of Landlord and Tenant represents and warrants to the other that no brokers have been involved with this Lease or are entitled to a fee or commission in connection with this Lease. Each party shall indemnify, defend, and hold harmless the other party from and against all claims for broker's commissions or finder's fees by any person claiming to have been retained by the indemnifying party in connection with this transaction.

18.7 Notices. All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery to Landlord and/or Tenant at the address set forth below; or such other address as such party may designate by written notice given in advance. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

If to Landlord: City of Fort Pierce
100 N US Highway 1
Fort Pierce, Florida 34950
Attn: City Attorney

If to Tenant: Winking Starfish, LLC
11201 Corporate Cir N, Suite 100
St. Petersburg, FL 33716
Attention: Gregory Powers

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

18.8 Force Majeure. In the event that either party is delayed or hindered in, or prevented from, the performance of any obligations in this Lease (other than the payment of monies) by reason of strikes, lockouts, labor troubles, failure of power or other utility interruptions, riots, insurrection, war, acts of God, permitting, approval, or other governmental delays, or any other reason of like or unlike nature beyond the reasonable control of the party delayed in performing work or doing acts ("Force Majeure"), such party shall be excused for the period of time equivalent to the delay caused by such Force Majeure.

18.9 Quiet Enjoyment. Landlord covenants that, during the Term and so long as no Event of Default (as defined in Section 17.1) by Tenant exists, Tenant shall have quiet and peaceful possession of the Premises.

18.10 Survival. All obligations of any party hereto not fulfilled at the expiration or earlier termination of this Lease shall survive such expiration or earlier termination as continuing obligations of such party.

18.11 Binding Effect. This Lease shall inure to the benefit of and be binding upon each of the parties hereto and their heirs, legal representatives, successors and assigns.

18.12 Modifications. No modification, waiver or amendment of this Lease or any provisions of this Lease shall be binding upon any party to this Lease unless in writing and signed by such party.

18.13 No Waiver. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and then only for the time and in the manner specifically stated.

18.14 Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Articles and Sections.

18.15 Severability. If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the invalid or unenforceable provision shall be reformed, to the extent possible, in a manner that most closely gives effect to the intent of the parties, consistent with applicable Legal Requirements.

18.16 Jury Trial. Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim brought by Landlord or Tenant against the other with respect to any matter arising out of or in connection with this Lease and/or Tenant's use and occupancy of the Premises.

18.17 Only Landlord/Tenant Relationship. Landlord and Tenant agree that neither any provision of this Lease nor any act of the parties shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

18.18 Attorney's Fees. If on account of any breach or default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, each respective party shall be responsible for their own attorney's fees, whether or not suit is instituted in connection therewith. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

18.19 Counterparts; Electronic Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Signatures given by facsimile or portable document format (PDF) shall

be binding and effective to the same extent as original signatures.

18.20 Governing Law. This Lease shall be construed, governed and enforced in accordance with the laws of the state of Florida.

18.21 Recording. Upon request of either party, Landlord and Tenant shall execute a memorandum or short form of this Lease, have it properly acknowledged for the purpose of recording, and record such instrument in the proper office in St. Lucie County, Florida. Upon request by Landlord or Tenant, in connection with any future modification of this Lease, the parties agree to execute and cause to be recorded a modification of memorandum or short form lease, in a commercially reasonable form, setting forth such modified terms. The cost of recording shall be borne by the requesting party.

18.22 Consent. Wherever this Lease calls for Landlord or Tenant consent, approval or discretionary action, neither Landlord nor Tenant shall unreasonably withhold, condition, delay, or exercise such consent, approval or discretionary action, except as otherwise expressly provided in this Lease.

18.23 Exhibits. Any exhibits attached to this Lease constitute a part of this Lease and are incorporated into this Lease by this reference.

18.24 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a structure in sufficient quantities, may present health risks to persons who are exposed to it. Levels of radon that exceed federal and state guidelines have been found in buildings in the State of Florida. Additional information regarding radon and radon testing may be obtainable from the county public health unit.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

WITNESS AS TO LANDLORD:

ATTEST:

By: _____
Linda W. Cox, City Clerk

Date: 12/3/18

APPROVED AS TO FORM

AND CORRECTNESS:

By: _____
Ben Bryan, Jr., Interim City Attorney

LANDLORD:

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

WITNESSESS AS TO TENANT:

_____

_____

Date: 11/29/18

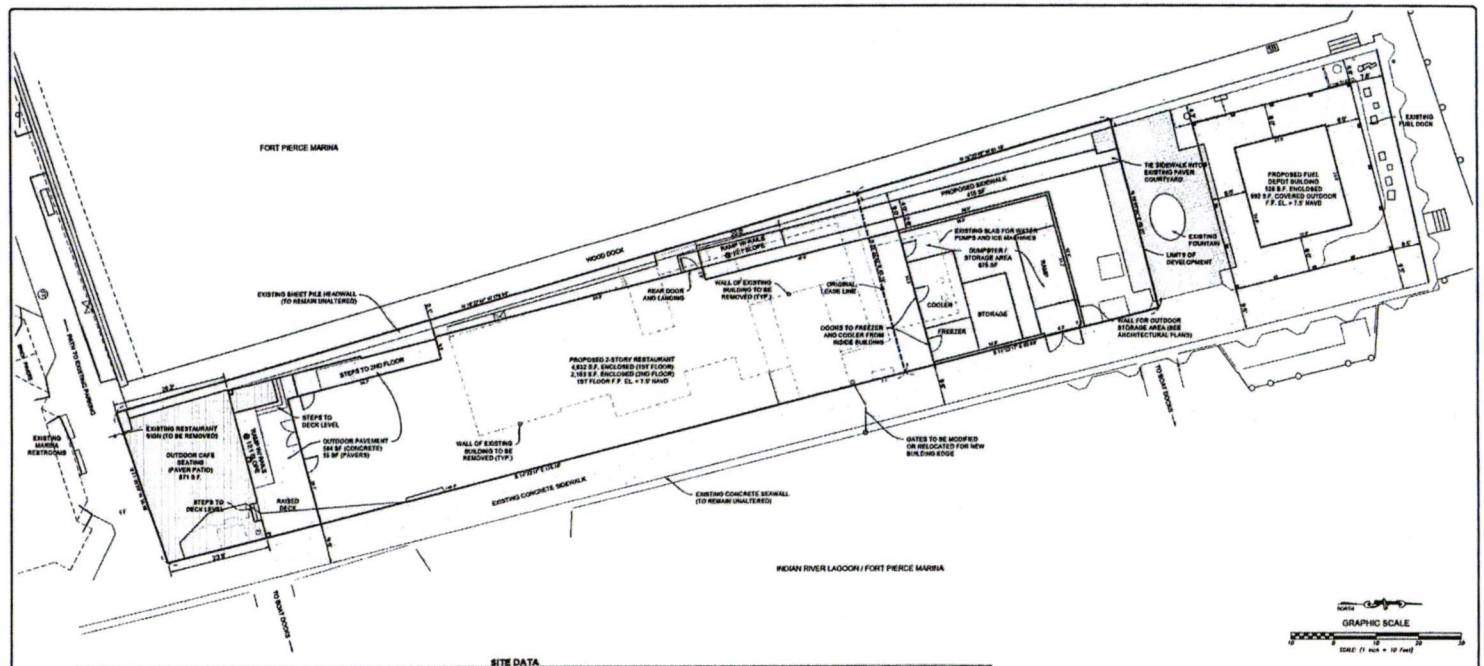
TENANT:

WINKING STARFISH, LLC

By: _____
Greg Powers, President

EXHIBITS

1.1 Exhibit A – Demised Premises
4.1 Exhibit B – Base Rent Calculations



SITE DATA

PROJECT NAME:	Crabby's Dockside
INTENDED USE:	Restaurant (Replacement of Exist. Buildings)
APPROVAL REQUESTED:	Major Site Plan
SITE ADDRESS:	5 Avenue A
OWNER/APPLICANT:	Beachside Hospitality Group 11201 Corporate Circle N., Suite 100 St. Petersburg, FL 33716 (727) 210-0967
ENGINEER/SURVEYOR:	Carter Associates, Inc. 1708 21st Street Vero Beach, FL 32960 (772) 562-4191
ARCHITECT:	Architectonic, Inc 836 Cedarwic Ave Fort Pierce, FL 34950 (772) 460-7761
LEGAL DESCRIPTION:	See Survey
SEC-TOWNSHIP-RANGE:	Section 16, Township 35S, Range 40E
TAX PARCEL NO(s):	3410-503-0541-030-7 (Part of Parcel)

START / FINISH DATE:	Fall 2018 / Spring 2019
FLOOD ZONE:	AE (EL 4.0' NAVD 1988) Map No. 12111C0178J (Dated 2/18/12)
ZONING:	PUR (Planned Urban Redevelopment)
LAND USE:	CBD (Central Business District)
LEASE AREA:	0.183 (Original), 0.225 Ac (Limits of Development)

IMPERVIOUS AREA CALCULATIONS (IMPACTED AREAS ONLY):

Existing Impervious Area to Be Removed:	
Buildings (incl. Deck):	5,499 SF
Paving / Equip. Pads:	1,071 SF
Total:	6,580 SF
Proposed Impervious Areas:	
Enclosed Buildings:	4,932 SF
Pavement (Under Roof):	
Pavers	55 SF
Concrete	586 SF
Pavement (Outside):	
Pavers	671 SF
Concrete	1,345 SF
Total	8,589 SF
Net Change in Impervious Area:	8,589 SF - 6,580 SF = 1,309 SF

SEATING CAPACITY:	Existing: 197 Seats Proposed: 199 Seats Net Change: 2 Seats
OPERATING HOURS:	12 Hours/Day Average

BUILDING AREAS: Inside (Air Conditioned):

First Floor -	4,932 SF
Second Floor -	2,163 SF
Sub-Total -	7,095 SF
Outside Under Roof:	
First Floor -	584 SF
Second Floor -	842 SF
Sub-Total -	1,426 SF
Outdoor Uncovered:	
Uncovered Decking:	671 SF
Center Under:	495 SF
Enclosed Courtyard:	875 SF
Sub-Total -	2,041 SF
Total Restaurant Related Areas -	10,572 SF

SETBACKS:	
Front:	0 Feet
Side:	0 Feet
Rear:	0 Feet

PARKING:	Required Parking Spaces: No off-street parking required per Downtown Business and Entertainment Overlay District
PROPOSED ELECTRIC:	Connect to existing FPUA Electric
PROPOSED WATER:	Connect to existing FPUA water
PROPOSED SEWER:	Connect to existing FPUA sewer
STORMWATER:	Utilization of Cravens SNAPs to reduce pollutant loading versus existing site. Engineer shall coordinate with City of Fort Pierce and South Florida Water Management District to determine an acceptable solution.
REQUIRED PERMITS:	City of Fort Pierce: • Development Review • Driveway, Sidewalk & Drainage Permit Fort Pierce Utilities Authority: • Water / Sewer Permit • Grease Trap Permit S.F.W.M.D. • 10-2 " No Notice" ERP F.D.E.P. • NPDES - Notice Of Intent

NOTE:
1. CONTRACTOR TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO INITIATING ANY WORK.
2. ALL CONSTRUCTION SHALL COMPLY WITH SECTIONS 17 AND 22 OF THE CITY OF FORT PIERCE CODE OF ORDINANCES

NAVD 1988

ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988. THE CONVERSION FACTOR TO NGVD 1929 IS +1.50'

NO	REVISION	BY	DATE

Beachside Hospitality Group
11201 Corporate Circle North
Suite 100
St. Petersburg, Florida 33716
TEL: (727) 210-0976 FAX:

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
TEL: (772) 562-4191 FAX: (772) 562-7180

60% PLANS - NOT FOR CONSTRUCTION

JOHN H. BLUM, P.E. FLORIDA LICENSE No. 45613 SIGNATURE DATE
CARTER ASSOCIATES, INC. COA 395 / LB 205

DATE 8/1/18
PROJ. # 18-04E
DRAWN BY CJR
APPD. BY JHB
PLOT BY Clint Reitzes
FILE NAME
REF. # 18-04E
F.B. & PG. 65/57+

Site Plan

SHEET C-1

EXHIBIT A

Crabby's Dockside at Fort Pierce Marina
Compensation to City
Base Rent Model

		Year 1	Year 2	Year 3	Year 4	Year 5
Projected Sales Breakdown						
Food Sales		3,091,200	3,276,672	3,473,272	3,646,936	3,829,283
Liquor, Beer, Wine Sales		1,508,800	1,599,328	1,695,288	1,780,052	1,869,055
Ice Cream Sales		200,000	212,000	224,720	235,956	247,754
Total Sales		4,800,000	5,088,000	5,393,280	5,662,944	5,946,091
Base Rent Model						
Planned Construction Costs		2,600,000				
FMV Rent per SQFT		$ 35.00				
Total SQFT		7,035				
Est FMV of Annual Rent		246,225				
Amoritzation of Building Cost (30 Year)		(86,667)				
Proposed Base Rent		159,558				
Proposed Rent Computation						
Proposed Base Rent with 2% annual increase		159,558	162,750	166,004	169,325	172,711
7% Share of LBW > $600K	7.00%	63,616	69,953	76,670	82,604	88,834
2% Share of Food Sales > $2.5M	2.00%	11,824	15,533	19,465	22,939	26,586
5% Share of Ice Cream Sales > $100K	5.00%	5,000	5,600	6,236	6,798	7,388
Total Annual Rent		**239,998**	**253,836**	**268,376**	**281,665**	**295,518**

Exhibit B

Crabby's Dockside at Fort Pierce Marina
Projected Sales / Compensation to City

As Originally Proposed

	Year 1			Year 2		
Projected Sales Breakdown						
Food Sales	3,091,200	67.20%		3,245,760	67.20%	
Liquor, Beer, Wine Sales	1,508,800	32.80%		1,584,240	32.80%	
Total Sales	4,600,000			4,830,000		
	Sales Allocation	**Sharing %**	**Proposed Rent**	**Sales Allocation**	**Sharing %**	**Proposed Rent**
Proposed Rent Computation						
Tier 1 - $1M In Sales	1,000,000	10%	100,000	1,000,000	10%	100,000
Food Sales > Tier 1	2,419,200	4%	96,768	2,573,760	4%	102,950
L.B.W. Sales > Tier 1	1,180,800	6%	70,848	1,256,240	6%	75,374
	4,600,000		$ 267,616	4,830,000		$ 278,325

Crabby Bills
Tab 6

Crabby Bill's
Compensation to the City

		RFP Proposed 200 Seats		Existing 270 Seats
Expected Revenues				
Food		4,199,998		5,669,997
Beverage		1,043,176		1,408,288
Other		80,845		109,141
Total		5,324,019		7,187,426
Cost Data				
Estimated Cost of new Building & Demolition		$ 1,700,000		$ 1,950,000
SQFT of new Building		5,894		7,100
Seat count of new Building		200		270
FMV of Rent (Per SQFT) Based on Area Comparables		$ 47.50		$ 47.50
Estimate of FMV Rent		279,965		337,250
New Prop Taxes based on Mill Rate	0.0185	31,450		36,075
FMV Lease Computation				
FMV Lease		279,965		337,250
Less Amortized Building Cost Cost (30 Years)		(56,667)		(65,000)
Total Rent		223,298		272,250
Proposed Rent Computation				
Proposed Base Rent - 2% annual increase		136,213		122,904
9% Share of LBW > 120K	9.00%	83,086	9.00%	115,946
2% Share of Food Sales > $4M	2.00%	4,000	2.00%	33,400
Total Annual Rent		**223,298**		**272,250**
Proposed Total Monthly Rent		**18,608**		**22,688**
Current Rent		10,324		10,324
Monthly Increase		8,285		12,364
Total Additional Compensation to the City		99,415		148,367
Cumulative Compensation to the City (30 Years)				
Base Rent		5,525,880		4,985,985
9% Share of LBW > 120K		3,994,631		5,506,152
2% Share of Food Sales > $4M		1,463,892		2,816,254
30 Year Estimated Total Rents		$ 10,984,403		$ 13,308,390
Value of Building Improvements		$ 1,700,000		$ 1,950,000
		$ 12,684,403		$ 15,258,390

30 Year Rent Estimate - Assumes 4% annual sales growth to year 15 and then no growth years 16-30.

Compensation to the City

		RFP Proposed 200 Seats		Existing 270 Seats
Proposed Rent Computation		**YEAR 1**		
Proposed Base Rent - 2% annual increase		136,213		122,904
9% Share of LBW > 120K	9.00%	83,086	9.00%	115,946
2% Share of Food Sales > $4M	2.00%	4,000	2.00%	33,400
Total Annual Rent		**223,298**		**272,250**
Proposed Total Monthly Rent		**18,608**		**22,688**
Current Rent		10,324		10,324
Monthly Increase		8,285		12,364
Annual Increased Compensation to the City		99,415		148,367

Cumulative Compensation to the City (30 Years)	*30 Year Projection*	
Base Rent	5,525,880	4,985,985
9% Share of LBW > 120K	3,994,631	5,506,152
2% Share of Food Sales > $4M	1,463,892	2,816,254
30 Year Estimated Total Rents	$ 10,984,403	$ 13,308,390
Value of Building Improvements	$ 1,700,000	$ 1,950,000
	$ 12,684,403	**$ 15,258,390**

Assumes 4% annual sales growth to year 15 and then no growth years 16-30.

FIRST ADDENDUM
TO AGREEMENT TO LEASE AND IMPROVE THE WATERFRONT RESTAURANT AND BAR
AT THE FORT PIERCE CITY MARINA

THIS FIRST ADDENDUM is entered into this 3rd day of August, 2020, by and between the **CITY OF FORT PIERCE**, a municipal corporation of the State of Florida, (hereafter "LANDLORD"), and **WINKING STARFISH, LLC**, a Florida Limited Liability Company, whose business address is 11201 Corporate Circle N, Suite 100, St. Petersburg, FL 33716 (hereafter "TENANT").

WHEREAS, on December 3, 2018, the parties entered into an Agreement to Lease and Improve the Waterfront Restaurant and Bar at the Fort Pierce City Marina (hereafter "Lease Agreement"); and

WHEREAS, Section 3.6 of the Lease Agreement requires the parties to execute a written instrument memorializing dates for Substantial Completion and Rent Commencement and amounts for Total Project Costs, Base Rent, and Building Square Footage,

NOW, THEREFORE, in accordance with Section 3.6, the parties hereby agree as follows:

1. The Substantial Completion Date is June 25, 2020.

2. The Rent Commencement Date is June 25, 2020.

3. The Total Project Costs equal $2,970,112.00.

4. The Base Rent amounts payable by TENANT to LANDLORD throughout the Term of the Lease Agreement are as set forth in the attached and incorporated Exhibit A to this Addendum.

5. The Building Square Footage is 6,805 square feet.

6. This Addendum shall be effective immediately upon execution by the parties' duly authorized officials or representatives.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Addendum as of the day and year first written above.

WITNESS AS TO LANDLORD:

ATTEST:

By: Linda W. Cox
Linda W. Cox, City Clerk

DATE: 8/3/2020

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Peter J. Sweeney, City Attorney

LANDLORD:

CITY OF FORT PIERCE

BY: Linda Hudson
Linda Hudson, Mayor

WITNESSES AS TO TENANT:

James Brent Borchett

DATE: 3 Aug 2020

TENANT:

WINKING STARFISH, LLC

BY:

EXHIBIT A TO THE FIRST ADDENDUM:
BASE RENT AMOUNTS PER RENT YEAR

Rent Year	Base Rent Amount*
1	$ 159,558.00
2	$ 162,749.16
3	$ 166,004.14
4	$ 169,324.23
5	$ 172,710.71
6	$ 176,164.92
7	$ 179,688.22
8	$ 183,281.99
9	$ 186,947.63
10	$ 190,686.58
11	$ 194,500.31
12	$ 198,390.32
13	$ 202,358.12
14	$ 206,405.29
15	$ 210,533.39
16	$ 214,744.06
17	$ 219,038.94
18	$ 223,419.72
19	$ 227,888.11
20	$ 232,445.88

*Pursuant to Section 4.1 of the Lease Agreement, the Base Rent amount shall increase by two percent (2%) per year, which annual increases shall be on a cumulative, compounding basis.

February 18, 2026

Mayor Linda Hudson
City Commission

City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

RE: Crabby's Dockside Fort Pierce – Timeline and Request for Clarification of Public Record

Dear Mayor and Commissioners,

We are writing to provide a complete and accurate timeline regarding the closure of Crabby's Dockside at the Fort Pierce City Marina, as recent public discussion suggests that key facts leading up to this outcome may not have been fully conveyed to you.

Beachside Hospitality Group entered this project as both developer and operator, investing more than $4 million to demolish the prior structure and construct a new, two-story waterfront restaurant intended to serve as a long-term anchor and economic driver for the marina district.

On July 25, 2025, the company received notice indicating that ad valorem taxes were due for prior years. This was the first billing the company had received reflecting those amounts as due. Following receipt of that notice, the company undertook an internal financial review to reconcile the newly presented obligations, evaluate their impact, and determine whether the matter could be addressed operationally before requesting City involvement. When it became clear that the issue required coordination with the City, we initiated formal outreach to City administration.

In response, on September 26, 2025, we formally requested a meeting with the City Manager to discuss these matters and explore solutions, including temporary rent abatement, that would allow the business to stabilize while continuing to operate and employ local residents.

Although our request emphasized urgency, a meeting was not scheduled until November 19, 2025, approximately seven weeks later. That meeting was requested by the City Manager but was not attended by him. Instead, it was conducted by the Assistant City Manager and other City representatives. During that discussion, we made clear that without some form of support or adjustment, the restaurant would not be able to continue operating. City representatives asked that we prepare a detailed plan outlining both the operational steps we would take and the specific relief being requested so that it could be reviewed by the City Manager.

Acting in good faith and under the assumption that discussions were ongoing, we assembled and delivered a detailed proposal packet on December 29, 2025 outlining our investment, operational realities, and a request for temporary relief designed to preserve the restaurant and its workforce.

We did not receive a substantive response to that proposal.

Instead, on January 30, 2026, the City issued a formal Notice to Cure demanding payment within ten business days. This escalation occurred without further dialogue regarding the proposal or the concerns that had been raised over the preceding months.

Faced with the absence of a negotiated path forward and the financial realities of the location, the company made the difficult decision to begin an orderly wind-down of operations in February 2026.

This outcome was never our objective. We repeatedly sought collaboration to address issues affecting the viability of the restaurant and to preserve what we believed to be a shared investment in the success of the waterfront. Unfortunately, the level of administrative engagement necessary to reach a workable solution did not occur.

We remain proud of the contributions made by Crabby's Dockside, including local employment, community partnerships, and continued activation of the marina, and we appreciate your time in reviewing this information so that the full context is understood.

We are available to answer any questions you may have.

Respectfully,
Greg Powers
CEO & Co-Founder
Beachside Hospitality Group

Summary Timeline of Communications with City Administration

- **July 25, 2025** – Beachside Hospitality Group received notice of ad valorem taxes due for prior years. This was the first billing the company had received reflecting those amounts as payable.
- **July–September 2025** – Company conducted an internal financial review to reconcile the newly presented obligations, assess operational impact, and evaluate whether the matter could be addressed internally.
- **September 26, 2025** – Formal written request sent to the City Manager seeking a meeting to discuss financial impacts and explore potential solutions, including temporary rent relief.
- **November 19, 2025** – Meeting held at the City's request, approximately seven weeks after the initial outreach. The meeting was conducted with the Assistant City Manager; the City Manager did not attend.
- **December 29, 2025** – Beachside Hospitality Group submitted a comprehensive proposal packet, prepared at the City's direction, outlining investment in the project, operational challenges, and a request for temporary rent abatement intended to preserve continued operations.
- **January 30, 2026** – City issued a formal Notice to Cure requiring payment within ten business days.
- **February 5, 2026** – Notice to Cure received by Beachside Hospitality Group.
- **February 2026** – After evaluating the absence of a negotiated resolution, the company made the decision to begin an orderly wind-down of operations.
- **February 15, 2026** – Crabby's Dockside Fort Pierce ceased operations.

Greg Powers

From: Charlie Cassino
Sent: Friday, November 14, 2025 11:08 AM
To: Carla Clarke
Cc: Eddie Wright; Brent Burchett; Gary Hardie; Lisa Smithson; Greg Powers
Subject: RE: Crabbys Dockside Fort Pierce - Letter of importance

Good morning,

I have forwarded this to our officers and included them here in this thread.
Thank you.

Charlie Cassino | Accounting & Administration
CharlieC@bshgrp.com (727) 277-0162
Beachside HOSPITALITY GROUP

From: Carla Clarke <cclarke@cityoffortpierce.com>
Sent: Friday, November 14, 2025 11:05 AM
To: Charlie Cassino <charliec@bshgrp.com>
Subject: Fw: Crabbys Dockside Fort Pierce - Letter of importance

Good morning Mr. Cassino,
The City Manager has scheduled time on **November 19, 2025, at 3:30 p.m.** to hold a discussion and address the concerns of Mr. Powers. If this time works with your schedule, please accept the calendar invite sent via email or contact me at **(772) 465-4170** to confirm your availability.

Thank You & Have a great day!
Carla

Carla Clarke | Administrative Assistant to the City Manager
City of Fort Pierce • 100 North U.S. 1 Fort Pierce, FL 34950
772.467.4170

THE SUNRISE CITY FORT PIERCE Florida

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

From: Carla Clarke <cclarke@cityoffortpierce.com>
Sent: Thursday, November 13, 2025 2:43 PM
To: office@bshgrp.com <office@bshgrp.com>
Cc: Richard Chess <rchess@cityoffortpierce.com>; Jennifer Robinson <jrobinson@cityoffortpierce.com>
Subject: Re: Crabbys Dockside Fort Pierce - Letter of importance

Good afternoon Mr. Powers,
The City Manager has scheduled time on **November 19, 2025, at 3:30 p.m.** to hold a discussion and address your concerns. If this time works with your schedule, please accept the calendar invite sent via email or contact me at **(772) 465-4170** to confirm your availability.

Thank You & Have a great day!
Carla

Carla Clarke | Administrative Assistant to the City Manager

City of Fort Pierce • 100 North U.S. 1 Fort Pierce, FL 34950

772.467.4170

THE SUNRISE CITY FORT PIERCE Florida

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

From: Richard Chess <rchess@cityoffortpierce.com>
Sent: Thursday, November 13, 2025 11:14 AM
To: Carla Clarke <cclarke@cityoffortpierce.com>
Subject: Fw: Crabbys Dockside Fort Pierce - Letter of importance

Carla,

Please see the email below and contact Mr. Powers to schedule a meeting regarding Crabbys Dockside. Include Johnna Morris, Dean Kubitschek, Shyanne Harnage, DeVoshay Johnson, and me. Thank you.

Richard D. Chess, MBA | City Manager

City of Fort Pierce • 100 North U.S. 1 Fort Pierce, FL 34950

772.465.4170

THE SUNRISE CITY FORT PIERCE Florida

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

From: Richard Chess <rchess@cityoffortpierce.com>
Sent: Friday, September 26, 2025 5:02 PM
To: Office <office@bshgrp.com>; City Manager <citymanager_dl@cityoffortpierce.com>; Linda Hudson <LHudson@cityoffortpierce.com>
Subject: Re: Crabbys Dockside Fort Pierce - Letter of importance

Mr. Powers,

I acknowledge receipt of your request and will respond after conducting the necessary internal discussions. Thank you for your patience.

Richard D. Chess, MBA | City Manager

City of Fort Pierce • 100 North U.S. 1 Fort Pierce, FL 34950

772.465.4170

THE SUNRISE CITY FORT PIERCE Florida

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

From: Office <office@bshgrp.com>
Sent: Friday, September 26, 2025 3:12 PM
To: City Manager <citymanager_dl@cityoffortpierce.com>; Linda Hudson <LHudson@cityoffortpierce.com>
Subject: Crabbys Dockside Fort Pierce - Letter of importance

Some people who received this message don't often get email from office@bshgrp.com. Learn why this is important

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.

Sent 09/26/2025 via certified and Email to 100 N. U.S. Highway 1 Fort Pierce, FL 34950,

citymanager_dl@cityoffortpierce.com, and LHudson@cityoffortpierce.com

Dear Mr. Richard D. Chess and Mrs. Linda Hudson,

I hope this letter finds you well. I am writing on behalf of Crabby's Dockside, a valued tenant in one of the City of Fort Pierce's properties. Five years ago, we invested over $4,000,000 in the redevelopment and construction of our new restaurant and dockside facility, demonstrating our deep commitment to revitalizing the waterfront and contributing to the economic vitality of our community. Despite this substantial investment, we continue to face significant challenges that have made it difficult to achieve profitability and sustain long-term operations in the current environment.

To address these hurdles and provide our business with the breathing room needed to thrive, we are formally requesting a rent abatement for a period of 18 months. This temporary relief would allow us to stabilize our finances while the City works to resolve several persistent issues directly impacting our operations and the broader area. These challenges include:

1. **Homelessness**: The ongoing issues with homelessness in the vicinity of our restaurant and the adjacent marina have created safety concerns and deterred customers, negatively affecting foot traffic and the overall ambiance of the waterfront. This clearly keeps customers away.
2. **Parking Challenges**: The parking lot serving our property is frequently at capacity, making it exceedingly difficult for patrons to access our business and discouraging potential visitors from dining with us. Our customers tell us parking downtown is hard and the lot is often full, even when the two restaurants in the Marina are not.
3. **Kings Landing Project Delays**: The prolonged stalling and recent changes in the Kings Landing development project—originally slated to drive complementary growth and tourism—have limited the influx of visitors and economic synergy in our

area, further hampering our revenue potential. At the time of our investment, we were led to believe that this project would be in development alongside our development. This has seriously impacted our expected visitor count.

4. **Community Relations**: We have faced unwarranted hostility from some community members regarding our presence as a new business, including negative perceptions amplified on social media and in local print media about "outside investors" coming into the City. This is particularly disheartening given that many of our investors reside in or hail from St. Lucie County, underscoring our strong local ties and dedication to the region's success.
5.

Compounding these operational difficulties are unexpected financial burdens from three years of uncommunicated ad valorem taxes, which our controller inquired about over a year ago and was assured were resolved. The sudden imposition of these taxes appears to stem from City oversight and places an undue strain on our resources, especially amid broader concerns about municipal fiscal management. We respectfully request that these taxes be waived or removed to alleviate this inequity.

We are confident that this rent abatement would not only bolster our establishment but also align with the City's goals of fostering a vibrant, welcoming downtown and marina district. By partnering on these solutions, we can ensure Crabby's Dockside remains a cornerstone of Fort Pierce's waterfront revival. We sincerely appreciate your attention to this urgent matter and look forward to your positive response and an opportunity to discuss further.

Thank you for your understanding and continued support.

Sincerely,

Greg Powers

CEO & Co-Founder

Beachside Hospitality Group – Crabbys Dockside Fort Pierce

Charlie Cassino | Accounting & Administration

CharlieC@bshgrp.com (727) 277-0162

Beachside HOSPITALITY GROUP

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE Florida

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
POSTAGE PREPAID

January 30, 2026

Winking Starfish, LLC
11201 Corporate Cir N, Suite 100
St. Petersburg, FL 33716
Attention: Gregory Powers

Re: Crabby's Dockside Fort Pierce – Notice to Cure – Nonpayment of Rent and Property Taxes

Dear Mr. Powers,

This letter serves as formal written notice under the Lease Agreement between the City of Fort Pierce ("Landlord") and Winking Starfish, LLC ("Tenant") for the premises located at 2 Avenue A, Fort Pierce, Florida 34950 regarding Tenant's failure to pay rent and property taxes as required.

Unpaid Rent
Tenant has failed to pay rent since September 2025 in accordance with Article IV of the Lease. As of the date of this notice, the total amount of unpaid rent is $58,721.64 and the associated late fees total $2,936.08. Pursuant to Article XVII of the Lease, failure to pay rent when due, which is not cured within ten (10) business days after written notice, constitutes an Event of Default.

Unpaid Property Taxes
Real property taxes applicable to the premises have also not been paid. Pursuant to Section 10.1 of the Lease, Tenant is responsible for the payment of all real property taxes applicable to the demised premises based upon the assessed value of the restaurant facility. The amount currently due for unpaid property taxes is $132,299.95.

Sales Tax
Additionally, there is an outstanding rounded sales tax balance of $22.00 related to the May 2025 ice cream sales threshold, which was calculated as 3% of $744.00.

Total Amount Due
Tenant is hereby required to remit full payment of all outstanding amounts, including unpaid rent, accrued late fees, property taxes, and outstanding sales tax, for a total amount due of $193,979.67, within ten (10) business days of receipt of this notice to cure this default. If full payment is not received as required, the City of Fort Pierce may proceed with further legal action.

Enclosed please find a copy of the Lease Agreement and a detailed spreadsheet outlining the past-due amount owed to the City of Fort Pierce.

Sincerely,

Richard D. Chess, MBA
City Manager

Attachments
C: City Clerk
City Attorney
Marina Director
Community and Economic Development Director

Greg Powers

From: Office
Sent: Monday, February 16, 2026 9:36 AM
To: Greg Powers; Lisa Smithson; Brent Burchett
Subject: FW: Crabby's Restaurant Closure

Charlie Cassino | Accounting & Administration
CharlieC@bshgrp.com (727) 277-0162
Beachside HOSPITALITY GROUP

From: Richard Chess <rchess@cityoffortpierce.com>
Sent: Friday, February 13, 2026 4:14 PM
To: Office <office@bshgrp.com>; Charlie Cassino <charliec@bshgrp.com>; ghardie@lsandco.com
Cc: DeVoshay Johnson <djohnson@cityoffortpierce.com>; Dean Kubitschek <dkubitschek@cityoffortpierce.com>; Shyanne Harnage <sharnage@cityoffortpierce.com>
Subject: Crabby's Restaurant Closure

Mr. Powers,

I am writing to inform you of a recent development regarding Crabby's Dockside at the Fort Pierce City Marina.

The City became aware of Crabby's intention to close through a public announcement made by the business on social media. Prior to this announcement, the City of Fort Pierce did not receive any verbal or written notice from Crabby's regarding the closure of restaurant operations.

Following the social media post, Marina Director Dean Kubitschek contacted representatives of Crabby's to seek clarification. During that communication, Crabby's Operations Manager, Carlie McGrinn, advised on February 12, 2026, that she had begun meeting with employees concerning the closure of restaurant operations effective February 15, 2026.

Additionally, Mr. Gary Hardie, identified as the head of the corporation, stated that the company does not intend to invest any additional funds into this location.

Please contact my office so that we can discuss a mutually termination agreement, settlement payments and/or other remedies. Thank you.

Respectfully,

Richard D. Chess, MBA | City Manager
City of Fort Pierce • 100 North U.S. 1 Fort Pierce, FL 34950
772.465.4170

Outlook

Crabby's Real Estate Tax Bills

From Ed Becht <ed.becht@tcslc.com>

Date Fri 2/20/2026 9:24 AM

To Linda Hudson <LHudson@cityoffortpierce.com>; Arnold Gaines <againes@cityoffortpierce.com>; Curtis Johnson <cjohnson@cityoffortpierce.com>; Michael Broderick <mbroderick@cityoffortpierce.com>; Chris Dzadovsky <cdzadovsky@cityoffortpierce.com>

Cc Richard Chess <rchess@cityoffortpierce.com>; Smith, Carin - old <carin.smith@tcslc.com>; Chary Colon <chary.colon@tcslc.com>

3 attachments (8 MB)

2025 Bill St.-Lucie-County-Real-Estate-2410-503-0041-0503-2025-Annual-bill.pdf; 2024 Bill St.-Lucie-County-Real-Estate-2410-503-0041-0503-2024-Annual-bill.pdf; 2023 Bill St.-Lucie-County-Real-Estate-2410-503-0041-0503-2023-Annual-bill.pdf;

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

Mr. Chess,

It has come to the attention of the Saint Lucie County Tax Collector that certain members of City Staff have intimated (if not expressly stated) to the Commission and the public that the City Staff's failure to seek reimbursement of the real estate taxes due from the Tenant of the Crabby's Restaurant parcels is somehow related to a "late" billing by the Tax Collector. I have been asked to clarify the issue from our perspective. Your intimation is not true, and we would ask that you and City Staff stop repeating that misrepresentation. If possible, we would ask that you clarify that this statement is not true, and was made in error.

The Tax Collector has provided the City with annual real estate tax bills for what we believe to be the three Crabby's parcels for the last three years; 2023 through 2025. These bills were sent in November of each year, and paid by the City in November of each year with one minor exception. A corrected bill was sent for one year (2023) for one parcel. That bill was paid by the City in March of 2024 for that one parcel. There was no late billing by the Tax Collector.

I have attached three receipts for one of the parcels confirming the payment of the real estate taxes in November of the last three years for that one parcel. Due to the size of the files for the other years and other parcels I cannot send all nine receipts in one email. However, it is a fairly easy process to obtain these receipts online should you be doubtful of the annual billing of these taxes by the Tax Collector, or the annual payment of these taxes by the City.

I am unable to tell you when the City first sought reimbursement from the Tenant for the City's annual payment of these taxes. However, it should be clear to all that this is not a problem created by, or in any way related to the Tax Collector.

Regards,

Ed Becht

Ed Becht
St. Lucie County Tax Collector
General Counsel, CFCA
(772) 462-1741 Work
ed.becht@tcslc.com

CHRIS CRAFT
TAX COLLECTOR
ST. LUCIE COUNTY

BEST places to work
ST. LUCIE COUNTY
2013 - 2020

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2023 REAL ESTATE

Exemptions:

Scan this code to view and pay your bill online

Paid $10,226.35
Effective Date 12/06/2023 11/30/2023
Receipt # 0000-20231206-018438

Account Number: 2410-503-0041-050/3
Alternate Key: 176514
Escrow Code:

Ft Pierce City Of -Lessor
Tiki Bar Restaurant FP -Lessee
PO Box 1480
Fort Pierce, FL 34954-1480

Situs Address/Legal Description:
5 Avenue A, Fort Pierce
AARON LEE`S MAP OF FORT PIERCE 10 35 40 COMM AT C/L INT OF N 2ND ST AND ORANGE A
See Additional Legal on Tax Roll

Ad Valorem Taxes Taxing Authority	Telephone	Mill Rate	Assessed	Exemption	Taxable	Amount
County Parks MSTU	772-462-1670	0.0000	180,100	0	180,100	0.00
Co Public Transit MSTU	772-462-1670	0.2500	180,100	0	180,100	45.03
Erosion District E	772-462-1670	0.1000	180,100	0	180,100	18.01
Law Enf,Jail,Judicial Sys	772-462-1670	2.7294	180,100	0	180,100	491.56
Co General Revenue Fund	772-462-1670	4.2722	180,100	0	180,100	769.42
Childrens Service Council	772-408-1100	0.3790	180,100	0	180,100	68.26
St Lucie Co Fire District	772-621-3342	3.0000	180,100	0	180,100	540.30
FL Inland Navigation Dist	561-627-3386	0.0288	180,100	0	180,100	5.19
City of Fort Pierce	772-467-3000	6.9000	180,100	0	180,100	1,242.69
School Discretionary	772-429-3970	0.7480	180,100	0	180,100	134.71
School Capital Improvemnt	772-429-3970	1.5000	180,100	0	180,100	270.15
School Req Local Effort	772-429-3970	3.1640	180,100	0	180,100	569.84
School Voter Referendum	772-429-3970	1.0000	180,100	0	180,100	180.10
Mosquito Control	772-462-1670	0.1352	180,100	0	180,100	24.35
S FL Wtr Mgmt District	561-686-8800	0.2301	180,100	0	180,100	41.44

Non-Ad Valorem Assessments Levying Authority	Telephone	Amount
FP23 Fort Pierce Stormwater Mgmt Maint	772-467-3777	6,251.40

CHRIS CRAFT Serving Our Neighbors TAX COLLECTOR ST. LUCIE COUNTY

2023 **Total Ad Valorem:**	$4,401.05
2023 **Total Non-Ad Valorem:**	$6,251.40
2023 **Combined Total Ad Valorem and Non-Ad Valorem:**	**$10,652.45**

2023 REAL ESTATE

PAY ONLY ONE AMOUNT

If Postmarked By	Please Pay
Nov 30, 2023	$0.00

For payment options and instructions, refer to the back of this notice.

Account Number: 2410-503-0041-050/3

Please provide your contact information here:
Email: _____
Phone: _____

*If the address below is not correct, visit **PASLC.gov** to update your address.

Ft Pierce City Of -Lessor
Tiki Bar Restaurant FP -Lessee
PO Box 1480
Fort Pierce, FL 34954-1480

Make check payable to:
ST. LUCIE COUNTY TAX COLLECTOR
PO BOX 308
FORT PIERCE FL 34954-0308

Paid 12/06/2023 Receipt # 0000-20231206-018438 $10,226.35
11/30/2023 Effective Date

CHRIS CRAFT
Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

IMPORTANT INFORMATION - PLEASE READ

Ad Valorem Taxes cover the period January 1 through December 31 of the tax year indicated on the front of this notice. Tax notices are mailed on or around November 1 and become delinquent on April 1. Failure to receive a tax notice does not extend discounts or excuse taxpayers' responsibilities to pay taxes and applicable penalties for late payments.

GOVERNMENT OFFICE RESPONSIBILITIES

St. Lucie County Tax Collector

The Tax Collector prints, mails and collects payments based on the tax rolls certified by the Property Appraiser and Levying Authorities.

Contact the Tax Collector to:

- Pay your current or delinquent property taxes
- Learn about partial payment, installment and homestead tax deferral plans
- Print your tax bills and receipts

www.tcslc.com

St. Lucie County Property Appraiser

The Property Appraiser values properties and prepares and certifies the tax roll which includes assessed values, exemptions, legal description, assessed owner(s) name and mailing address.

Contact the Property Appraiser to:

- Ask questions about the assessed value or exemption of your property
- Change your mailing address
- File or check on homestead and other exemptions.

www.paslc.gov

St. Lucie County Levying Authorities

A list of St. Lucie County levying authorities may appear on the front of this notice, and more information on each is available by scanning the code below.

PAYMENT OPTIONS

Save time... pay online! Scan the code to pay.

By Mail:
P.O. Box 308
Fort Pierce, FL 34954-0308
Checks payable to:
St. Lucie County Tax Collector

Dropbox or in-person:
Fort Pierce: 2300 Virginia Avenue
Port St. Lucie: 1664 SE Walton Road
Tradition: 10264 SW Village Parkway

NOTICE TO TAXPAYERS ENTITLED TO HOMESTEAD EXEMPTION: Per Florida Statute, 197.252, any person who is entitled to claim homestead tax exemption may qualify for a deferred tax payment plan on homestead property. An application to determine eligibility is available in the county tax collector's office. The deadline to apply is March 31 following the year in which the taxes are assessed.

DISCOUNTS

The amounts indicated on the front of this notice represent the total taxes and assessments due (if applicable) less discounts allowed for early payment. When the discount period ends on a weekend or holiday the discount is extended to the next business day. Taxes are due by March 31 of each year.

- 4% **if paid in November**
- 3% **if paid in December**
- 2% **if paid in January**
- 1% **if paid in February**

DELINQUENT TAXES

Payment of delinquent taxes must be made in certified U.S. funds drawn on a U.S. bank. The amount due is determined by the date payment is received. Failure to pay delinquent taxes could result in the loss of your property. On April 1 the following charges are imposed by Florida law:

Real Estate: 3% minimum interest and advertising costs. A tax certificate sale is held on or before June 1 resulting in additional charges.

Tangible Personal Property: 18% interest annually, cost of advertising and fees. Tax warrants will be issued on all unpaid personal property taxes on or about June 1.

PAYMENT PLANS

Pursuant to Florida Statute 197.222, you may elect to pay your property or tangible personal property taxes on a quarterly basis, through an installment plan, instead of paying the entire amount at once. Florida Statute also allows for taxpayers to make partial payments on current property taxes and current and delinquent tangible personal property taxes. An application and signature are required for payment plans.

OUR MISSION

Our mission is to provide our neighbors the highest level of customer service through innovative technology and highly trained professionals while maintaining the public trust.

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2024 REAL ESTATE

Exemptions:

Scan this code to view and pay your bill online

$10,186.93
11/20/2024
Paid
Receipt # 0000-20241120-024564

Account Number: 2410-503-0041-050/3
Alternate Key: 176514
Escrow Code:

City of Fort Pierce (Lessor)
Tiki Bar Restaurant FP (Lessee
100 N US Highway 1
Fort Pierce, FL 34950-4205

Situs Address/Legal Description:
5 AVENUE A, Fort Pierce
AARON LEE`S MAP OF FORT PIERCE 10 35 40 COMM AT C/L INT OF N 2ND ST AND ORANGE A
See Additional Legal on Tax Roll

Ad Valorem Taxes Taxing Authority	Telephone	Mill Rate	Assessed	Exemption	Taxable	Amount
Co Public Transit MSTU	772-462-1670	0.2500	180,100	0	180,100	45.03
Erosion District E	772-462-1670	0.1000	180,100	0	180,100	18.01
Law Enf,Jail,Judicial Sys	772-462-1670	2.7294	180,100	0	180,100	491.56
Co General Revenue Fund	772-462-1670	4.2222	180,100	0	180,100	760.42
Childrens Service Council	772-408-1100	0.3650	180,100	0	180,100	65.74
St Lucie Co Fire District	772-621-3342	3.0000	180,100	0	180,100	540.30
FL Inland Navigation Dist	561-627-3386	0.0288	180,100	0	180,100	5.19
City of Fort Pierce	772-467-3000	6.9000	180,100	0	180,100	1,242.69
School Discretionary	772-429-3970	0.7480	180,100	0	180,100	134.71
School Capital Improvemnt	772-429-3970	1.5000	180,100	0	180,100	270.15
School Req Local Effort	772-429-3970	3.0000	180,100	0	180,100	540.30
School Voter Referendum	772-429-3970	1.0000	180,100	0	180,100	180.10
Mosquito Control	772-462-1670	0.1352	180,100	0	180,100	24.35
S FL Wtr Mgmt District	561-686-8800	0.2301	180,100	0	180,100	41.44

Non-Ad Valorem Assessments Levying Authority	Telephone	Amount
FP23 Fort Pierce Stormwater Mgmt Maint	772-467-3777	6,251.40

CHRIS CRAFT Serving Our Neighbors TAX COLLECTOR ST. LUCIE COUNTY

2024 **Total Ad Valorem:**	$4,359.99
2024 **Total Non-Ad Valorem:**	$6,251.40
2024 **Combined Total Ad Valorem and Non-Ad Valorem:**	**$10,611.39**

2024 REAL ESTATE

PAY ONLY ONE AMOUNT

If Postmarked By	Please Pay
Nov 30, 2024	$0.00

For payment options and instructions, refer to the back of this notice.

Account Number: 2410-503-0041-050/3

Please provide your contact information here:
Email: _____
Phone: _____

*If the address below is not correct, visit **PASLC.gov** to update your address.

City of Fort Pierce (Lessor)
Tiki Bar Restaurant FP (Lessee
100 N US Highway 1
Fort Pierce, FL 34950-4205

Make check payable to:
ST. LUCIE COUNTY TAX COLLECTOR
PO BOX 308
FORT PIERCE FL 34954-0308

Paid 11/20/2024 Receipt # 0000-20241120-024564 $10,186.93

CHRIS CRAFT
Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

IMPORTANT INFORMATION - PLEASE READ

Ad Valorem Taxes cover the period January 1 through December 31 of the tax year indicated on the front of this notice. Tax notices are mailed on or around November 1 and become delinquent on April 1. Failure to receive a tax notice does not extend discounts or excuse taxpayers' responsibilities to pay taxes and applicable penalties for late payments.

GOVERNMENT OFFICE RESPONSIBILITIES

St. Lucie County Tax Collector

The Tax Collector prints, mails and collects payments based on the tax rolls certified by the Property Appraiser and Levying Authorities.

Contact the Tax Collector to:

- Pay your current or delinquent property taxes
- Learn about partial payment, installment and homestead tax deferral plans
- Print your tax bills and receipts

www.tcslc.com

St. Lucie County Property Appraiser

The Property Appraiser values properties and prepares and certifies the tax roll which includes assessed values, exemptions, legal description, assessed owner(s) name and mailing address.

Contact the Property Appraiser to:

- Ask questions about the assessed value or exemption of your property
- Change your mailing address
- File or check on homestead and other exemptions.

www.paslc.gov

St. Lucie County Levying Authorities

A list of St. Lucie County levying authorities may appear on the front of this notice, and more information on each is available by scanning the code below.

PAYMENT OPTIONS

Save time... pay online! Scan the code to pay.

By Mail:
P.O. Box 308
Fort Pierce, FL 34954-0308
Checks payable to:
St. Lucie County Tax Collector

Dropbox or in-person:
Fort Pierce: 2300 Virginia Avenue
Port St. Lucie: 1664 SE Walton Road
Tradition: 10264 SW Village Parkway

NOTICE TO TAXPAYERS ENTITLED TO HOMESTEAD EXEMPTION: Per Florida Statute, 197.252, any person who is entitled to claim homestead tax exemption may qualify for a deferred tax payment plan on homestead property. An application to determine eligibility is available in the county tax collector's office. The deadline to apply is March 31 following the year in which the taxes are assessed.

DISCOUNTS

The amounts indicated on the front of this notice represent the total taxes and assessments due (if applicable) less discounts allowed for early payment. When the discount period ends on a weekend or holiday the discount is extended to the next business day. Taxes are due by March 31 of each year.

- 4% **if paid in November**
- 3% **if paid in December**
- 2% **if paid in January**
- 1% **if paid in February**

DELINQUENT TAXES

Payment of delinquent taxes must be made in certified U.S. funds drawn on a U.S. bank. The amount due is determined by the date payment is received. Failure to pay delinquent taxes could result in the loss of your property. On April 1 the following charges are imposed by Florida law:

Real Estate: 3% minimum interest and advertising costs. A tax certificate sale is held on or before June 1 resulting in additional charges.

Tangible Personal Property: 18% interest annually, cost of advertising and fees. Tax warrants will be issued on all unpaid personal property taxes on or about June 1.

PAYMENT PLANS

Pursuant to Florida Statute 197.222, you may elect to pay your property or tangible personal property taxes on a quarterly basis, through an installment plan, instead of paying the entire amount at once. Florida Statute also allows for taxpayers to make partial payments on current property taxes and current and delinquent tangible personal property taxes. An application and signature are required for payment plans.

OUR MISSION

Our mission is to provide our neighbors the highest level of customer service through innovative technology and highly trained professionals while maintaining the public trust.

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2025 REAL ESTATE

Exemptions:

Scan this code to view and pay your bill online

Paid $10,191.42
Effective Date 12/01/2025
Receipt # 0000-20251203-046964
12/03/2025

Account Number: 2410-503-0041-050/3
Alternate Key: 176514
Escrow Code:

City of Fort Pierce (Lessor)
Tiki Bar Restaurant FP (Lessee
100 N US Highway 1
Fort Pierce, FL 34950-4205

Situs Address/Legal Description:
5 AVENUE A, Fort Pierce
AARON LEE`S MAP OF FORT PIERCE 10 35 40 COMM AT C/L INT OF N 2ND ST AND ORANGE A
See Additional Legal on Tax Roll

Ad Valorem Taxes Taxing Authority	Telephone	Mill Rate	Assessed	Exemption	Taxable	Amount
Co Public Transit MSTU	772-462-1670	0.2500	180,100	0	180,100	45.03
Erosion District E	772-462-1670	0.1000	180,100	0	180,100	18.01
Law Enf,Jail,Judicial Sys	772-462-1670	2.7294	180,100	0	180,100	491.56
Co General Revenue Fund	772-462-1670	4.1985	180,100	0	180,100	756.15
Childrens Service Council	772-408-1100	0.3685	180,100	0	180,100	66.37
St Lucie Co Fire District	772-621-3400	3.0000	180,100	0	180,100	540.30
FL Inland Navigation Dist	561-627-3386	0.0270	180,100	0	180,100	4.86
City of Fort Pierce	772-467-3000	6.9000	180,100	0	180,100	1,242.69
School Discretionary	772-429-3970	0.7480	180,100	0	180,100	134.71
School Capital Improvemnt	772-429-3970	1.5000	180,100	0	180,100	270.15
School Req Local Effort	772-429-3970	3.0480	180,100	0	180,100	548.94
School Voter Referendum	772-429-3970	1.0000	180,100	0	180,100	180.10
Mosquito Control	772-462-1670	0.1352	180,100	0	180,100	24.35
S FL Wtr Mgmt District	561-686-8800	0.2301	180,100	0	180,100	41.44

Non-Ad Valorem Assessments Levying Authority	Telephone	Amount
FP23 Fort Pierce Stormwater Mgmt Maint	772-467-3777	6,251.40

CHRIS CRAFT Serving Our Neighbors TAX COLLECTOR ST. LUCIE COUNTY

2025 **Total Ad Valorem:**	$4,364.66
2025 **Total Non-Ad Valorem:**	$6,251.40
2025 **Combined Total Ad Valorem and Non-Ad Valorem:**	**$10,616.06**

2025 REAL ESTATE

PAY ONLY ONE AMOUNT

If Postmarked By	Please Pay
Dec 01, 2025	$0.00

For payment options and instructions, refer to the back of this notice.

Account Number: 2410-503-0041-050/3

Please provide your contact information here:
Email: _____
Phone: _____

*If the address below is not correct, visit **PASLC.gov** to update your address.

City of Fort Pierce (Lessor)
Tiki Bar Restaurant FP (Lessee
100 N US Highway 1
Fort Pierce, FL 34950-4205

Make check payable to:
ST. LUCIE COUNTY TAX COLLECTOR
PO BOX 308
FORT PIERCE FL 34954-0308

Paid 12/03/2025 Receipt # 0000-20251203-046964 $10,191.42
12/01/2025 Effective Date

CHRIS CRAFT
Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

IMPORTANT INFORMATION - PLEASE READ

Ad Valorem Taxes cover the period January 1 through December 31 of the tax year indicated on the front of this notice. Tax notices are mailed on or around November 1 and become delinquent on April 1. Failure to receive a tax notice does not extend discounts or excuse taxpayers' responsibilities to pay taxes and applicable penalties for late payments.

GOVERNMENT OFFICE RESPONSIBILITIES

St. Lucie County Tax Collector

The Tax Collector prints, mails and collects payments based on the tax rolls certified by the Property Appraiser and Levying Authorities.

Contact the Tax Collector to:

- Pay your current or delinquent property taxes
- Learn about partial payment, installment and homestead tax deferral plans
- Print your tax bills and receipts

www.tcslc.com

St. Lucie County Property Appraiser

The Property Appraiser values properties and prepares and certifies the tax roll which includes assessed values, exemptions, legal description, assessed owner(s) name and mailing address.

Contact the Property Appraiser to:

- Ask questions about the assessed value or exemption of your property
- Change your mailing address
- File or check on homestead and other exemptions.

www.paslc.gov

St. Lucie County Levying Authorities

A list of St. Lucie County levying authorities may appear on the front of this notice, and more information on each is available by scanning the code below.

PAYMENT OPTIONS

Save time... pay online! Scan the code to pay.

By Mail:
P.O. Box 308
Fort Pierce, FL 34954-0308
Checks payable to:
St. Lucie County Tax Collector

Dropbox or in-person:
Fort Pierce: 2300 Virginia Avenue
Port St. Lucie: 1664 SE Walton Road
Tradition: 10264 SW Village Parkway

NOTICE TO TAXPAYERS ENTITLED TO HOMESTEAD EXEMPTION: Per Florida Statute, 197.252, any person who is entitled to claim homestead tax exemption may qualify for a deferred tax payment plan on homestead property. An application to determine eligibility is available in the county tax collector's office. The deadline to apply is March 31 following the year in which the taxes are assessed.

DISCOUNTS

The amounts indicated on the front of this notice represent the total taxes and assessments due (if applicable) less discounts allowed for early payment. When the discount period ends on a weekend or holiday the discount is extended to the next business day. Taxes are due by March 31 of each year.

- 4% **if paid in November**
- 3% **if paid in December**
- 2% **if paid in January**
- 1% **if paid in February**

DELINQUENT TAXES

Payment of delinquent taxes must be made in certified U.S. funds drawn on a U.S. bank. The amount due is determined by the date payment is received. Failure to pay delinquent taxes could result in the loss of your property. On April 1 the following charges are imposed by Florida law:

Real Estate: 3% minimum interest and advertising costs. A tax certificate sale is held on or before June 1 resulting in additional charges.

Tangible Personal Property: 18% interest annually, cost of advertising and fees. Tax warrants will be issued on all unpaid personal property taxes on or about June 1.

PAYMENT PLANS

Pursuant to Florida Statute 197.222, you may elect to pay your property or tangible personal property taxes on a quarterly basis, through an installment plan, instead of paying the entire amount at once. Florida Statute also allows for taxpayers to make partial payments on current property taxes and current and delinquent tangible personal property taxes. An application and signature are required for payment plans.

OUR MISSION

Our mission is to provide our neighbors the highest level of customer service through innovative technology and highly trained professionals while maintaining the public trust.