



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

Florida

June 25, 2026

Email: ces@crossenv.com

Cross Environmental Services, Inc.
P.O. Box 1299
Crystal Springs, FL 33524
Attn: Colleen Strott

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

Dear Ms. Strott:

The Commission of the City of Fort Pierce met in regular session, Tuesday, February 17, 2026, and awarded subject bid to your firm, in the amount of \$199,000.00.

Please take the following actions:

1. Execute and notarize this Award Letter
2. We kindly request an updated Certificate of Liability, Property Damage, and Workers' Compensation in accordance with Item number 10 of the contract.:

We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation, or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder—City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.

3. Return documents enclosed within five (5) days after receipt, via email to:
Email: LaTonya Hubbard, Purchasing Agent
City of Fort Pierce
lhubbard@cityoffortpierce.com
Carbon Copy:
purchasing@cityoffortpierce.com

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

Sincerely,
CITY OF FORT PIERCE

LaTonya Hubbard

LaTonya Hubbard
Purchasing Agent

ACCEPTED BY:
CROSS ENVIRONMENTAL SERVICES, INC.

Diane Watson

Signature (Manual)

Diane Watson

Signature (Typed or Printed)

General Counsel

Title

6/26/2026

Date

NOTARIZATION

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 26 day of June, 2026 ,

by Diane Watson, General Counsel, of
Officer of Firm Title

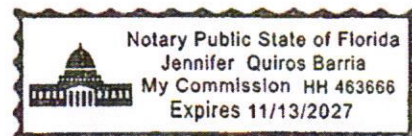
Cross Environmental Services, Inc. a Florida corporation, on behalf of the corporation.
Name of Firm State

He/She is personally known to me or has produced _____ as identification.

Jennifer Quiros Barria

Notary Public

My commission expires: _____



/lh

cc: Shaun Coss, Director of Community Response
Issacc Saucedo, Interim Deputy Director of Community Response

**CITY OF FORT PIERCE
SERVICE AGREEMENT
DEMOLITION & ASBESTOS/LEAD BASED PAINT ABATEMENT**

This Agreement for Demolition & Asbestos/Lead-Based Paint Abatement (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20__ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City"), and Cross Environmental Services, a Florida Corporation whose principal place of business is 29646 Fig Avenue, Zephyrhills, FL 33540 with a mailing address of PO Box 1299, Crystal Springs, Florida 33524 (hereinafter referred to as "Contractor")(collectively referred to hereinafter as the "Parties").

WHEREAS, City is in need of demolition, and asbestos and lead-based paint abatement services for public buildings and condemned private structures; and

WHEREAS, City submitted RFP No. 2026-008 for demolition, and asbestos and lead-based paint abatement; and

WHEREAS, Contractor responded to RFP No. 2026-008, and is willing and able to render demolition, and asbestos and lead-based paint abatement services on an as-needed basis, and for the compensation and on the terms hereinafter set forth; and

WHEREAS, under Florida Statute Section 255.05, an entity entering into a contract with the City for repair of a public building or public work is required to maintain a performance bond, which may be exempted by the City Commission when the contract for said work is under \$200,000; and

WHEREAS, the City exempts the Contractor from maintaining a performance bond.

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

1. CONTRACTOR SERVICES.

Contractor will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of City.

Contractor's performance of the Services will conform to the specifications and requirements contained in the RFP No. 2026-008 – Demolition & Asbestos/Lead Based Paint Abatement ("RFP") and the Contractor's RFP dated December 22, 2025. To the extent that the RFP or Contractor's RFP conflict with the terms of this Agreement, the terms of this Agreement will control.

2. COMPENSATION.

2.1 Total compensation to Contractor will not exceed **One Hundred and Ninety-Nine Thousand Dollars (\$199,000.00)** for the total term of the Agreement (to include the renewal terms), which encompasses Contractor's costs for travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

- 2.2 Upon completion of the Services and acceptance by City, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that City may reasonably request to support the invoice amount. City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If City approves the amount or any portion of the amount, City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If City disapproves any invoice amount, City will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to City as follows:

City of Fort Pierce
Attn: Accounts Payable
P.O. Box 1480
Fort Pierce, FL 34954

- 2.3 All invoices must contain the Purchase Order number, the required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to CONTRACTOR for correction and resubmission. CONTRACTOR shall not perform any service or provide products until they have issued an approved Purchase Order. Service invoices shall be billed monthly at the contracted rate per service of the services performed per the Statement of Work.

3. TERM.

This Agreement shall commence as of the date last signed below ("Effective Date") and remain in full force and effect for two (2) years, unless otherwise extended or terminated in writing. This Agreement may be renewed for three (3) one-year renewal options if mutually agreed upon in writing by both parties, subject to the same price, terms, and conditions set forth in this Agreement.

4. LICENSES, PERMITS, TAXES, FEES, LAWS AND REGULATIONS

- 4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.
- 4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
- 4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations.

5. OWNERSHIP AND USE OF WORK MATERIAL.

- 5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by City, are

the sole property of City and for its exclusive use and reuse at any time without further compensation and without any restrictions.

- 5.2 Contractor grants and assigns to City all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.
- 5.3 Contractor will deliver all Work Material to City upon expiration or termination of this Agreement. City will have the right to use the Work Material for the completion of the Services or otherwise. City may, at all times, retain the originals of the Work Material.
- 5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by City in writing. Contractor will treat all Work Material as confidential.

6. CONFIDENTIALITY AND SAFEGUARDING OF CITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION.

- 6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City.
- 6.2 **Advertising.** Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of City in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of City.
- 6.3 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. PUBLIC RECORDS.

The CITY strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, the CONTRACTOR shall comply with all public records laws, specifically to:

- 7.1 Keep and maintain public records required by the CITY to perform the service.
- 7.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 7.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

- 7.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public record 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 CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK BY PHONECALL, EMAIL, OR MAILING TO 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

8. TERMINATION.

- 8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.
- 8.2 City may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.
- 8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.
- 8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of City all Work Material related to the services performed by Contractor in the format requested by the City together with any keys, identification badges, or equipment owned by City.
- 8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.
- 8.6 City may terminate this Agreement, without cause, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this

Agreement.

- 8.7 Notwithstanding any other provisions of this Agreement, the insurance, indemnification, confidentiality provision as set forth in this Agreement shall survive the termination or expiration of this Agreement.

9. INDEMNIFICATION.

Contractor will indemnify and hold harmless City, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

10. 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.

EVIDENCE 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:

The minimum limits (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 Commercial General Liability insurance shall not be subject to any exclusions or coverage restrictions removing or limiting coverage for either "lead-based paints" or "asbestos." 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

The City of Fort Pierce and its members, officials, officers and employees shall be included 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).

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

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

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. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. 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
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CONTRACTOR'S POLLUTION LIABILITY

Contractor shall maintain Contractor's Pollution Liability coverage. Such insurance shall cover

Contractor for liability resulting from pollution of 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 coverage for transportation and disposal of hazardous materials.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported with 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 Contractor's Pollution Liability policy shall be endorsed to state that the issuing insurer waives all rights of subrogation against the City of Fort Pierce and its officials, officers and employees. The Contractor's Pollution Liability insurance may not be subject to any deductible or self-insured retention greater than:

\$10,000 per loss

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

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

GENERAL CONDITIONS

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

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

All required insurance policies shall be endorsed to provide that the Insurer waive its rights against the City and its officials, officers and employees.

All insurance except Workers' Compensation shall be endorsed to name the City and its officials, officers and employees as Additional Insured.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City by the insurance provided by 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 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: Risk Manager
PO Box 3191
Fort Pierce FL 34948-3191**

Additional Insured:

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

11. WRITTEN AUTHORIZATION REQUIRED

Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from City for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. NOTICE

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

As to City:

Shaun Cross
Interim Community Response Director
100 North U.S. Hwy 1
Fort Pierce, FL 34950
Phone: 772-464-1245

With a Copy To:

Gelencia Carter
Purchasing Manager
100 North U.S Hwy 1
Fort Pierce, FL 34950
Phone: 772-467-3102

As to Contractor:

Colleen Strott, Assistant Secretary
Cross Environmental Services, Inc.
39646 Fig Avenue,
Zephyrhills, Florida 33540

13. MISCELLANEOUS

- 13.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- 13.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 13.3 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. Contractor 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.
- 13.4 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and City and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of City and Contractor.
- 13.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").
- 13.6 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.
- 13.7 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the City. Unless otherwise directed by City, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its

representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

- 13.8 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 13.9 Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.
- 13.10 Verification of Employment Status. Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 if all persons it employs in the performance of this Agreement.
- 13.11 Non-Discrimination. Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a Bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.
- 13.12 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.

EXHIBIT "A"

STATEMENT OF WORK

SCOPE AND OBJECTIVES

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 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.

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.

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.**

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.

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.

**EXHIBIT "B"
CONTRACTOR'S BID**



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

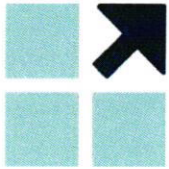
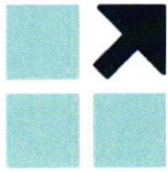


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TAB – A: LETTER OF TRANSMITTAL

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

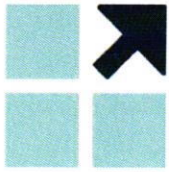
Dear Evaluation Committee:

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,

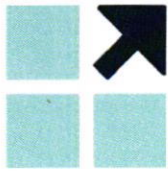
Colleen Strott

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.

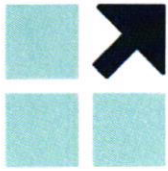
Since its founding in 1988, CES has grown into one of Florida’s largest asbestos abatement and demolition firms, with a proven track record of delivering safe, efficient, and compliant services on an as-needed basis. Our expertise includes asbestos and lead-based paint abatement, hazardous material removal, 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.

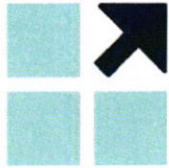
CES offers a comprehensive range of demolition-related services, including pre-demolition assessments and asbestos surveys (provided by consultant), permit procurement and NESHAP notifications, asbestos and lead-based paint abatement, structural demolition using specialized hydraulic excavators, debris 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



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

CONTACT
NAME: Chayla Deitz
PHONE (A/C No. Ext): 813-498-1197 FAX (A/C No.):
E-MAIL: cdeitz@sspins.com
ADDRESS:

License# 79726
CROSENV-01

INSURED
Cross Environmental Services, Inc.
P.O. Box 1299
Crystal Springs FL 33524

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Max Agg \$10M ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			ECP2046241-10	3/1/2025	3/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 BIPD Deductible \$5,000 per Occ COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$510,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP2046239-10	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$510,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ N/A			FFX2046242-10	3/1/2025	3/1/2026	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA2046240-10	3/1/2025	3/1/2026	☒ PER STATE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	☒ Professional/Pollution Equipment Floater			ECP2046241-10 ITA100065453525	3/1/2025 3/1/2025	3/1/2026 3/1/2026	Per Incident \$1,000,000 Leased/Rented \$550,000 Catastrophe \$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 Subrogation is provided on General Liability, Auto Liability, Umbrella and Workers Compensation. Umbrella Follows Form.

CERTIFICATE HOLDER

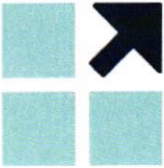
CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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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.

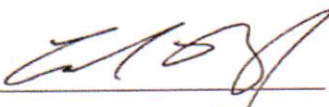
The document number of this corporation is M67631.

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*

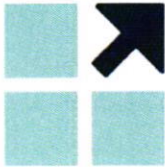



Secretary of State

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**

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
Name BISTON, CLYDE A.
Address PO BOX 1299
City-State-Zip: CRYSTAL SPRINGS FL 33524

Title SV
Name TOSTANOSKI, JOHN
Address 1910 NW 22 COURT
City-State-Zip: POMPANO BEACH FL 33069

Title TV
Name ROSENBAUER, SHARON M
Address 14041 TENTH ST
City-State-Zip: DADE CITY FL 33525

Title ASST. SECRETARY
Name SCHAEFER, TONI
Address PO BOX 1299
City-State-Zip: CRYSTAL SPRINGS FL 33524

Title ASST. SECRETARY
Name STROTT, COLLEEN
Address PO BOX 1299
City-State-Zip: CRYSTAL SPRINGS FL 33524

Title VP
Name BISHOP, BRANDON
Address 753 LOVEJOY RD.
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	
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.		Expires September 30th	
ACCOUNT #:	07647	MIKE FASANO TAX COLLECTOR PASCO COUNTY FLORIDA	
SIC CODE:	1522.00		
CROSS ENVIRONMENTAL SERVICES INC		TYPE OF BUSINESS GENERAL CONTRACTOR	
PO BOX 1299 CRYSTAL SPRINGS, FL 33524		STATE LICENSE # for COUNTY COMP CARD # CGC062981	
		OWNER/QUALIFYING AGENT BISTON CLYDE ALAN	
		LOCATION ADDRESS: 39646 FIG AVE ZEPHYRHILLS, FL 33540-3140	
		DATE	RECEIPT
		07/23/2025	25-0-144689
		AMOUNT 207.50	

PASCO COUNTY BUSINESS TAX RECEIPT		2026	
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.		Expires September 30th	
ACCOUNT #:	06382	MIKE FASANO TAX COLLECTOR PASCO COUNTY FLORIDA	
SIC CODE:	1541.01		
CROSS ENVIRONMENTAL SERVICES INC		TYPE OF BUSINESS ASBESTOS CONTRACTOR	
PO BOX 1299 CRYSTAL SPRINGS, FL 33524-1299		STATE LICENSE # for COUNTY COMP CARD # CJC049572	
		OWNER/QUALIFYING AGENT BISTON CLYDE ALAN	
		LOCATION ADDRESS: 39646 FIG AVE ZEPHYRHILLS, FL 33540-3140	
		DATE	RECEIPT
		07/23/2025	25-0-144687
		AMOUNT 207.50	

Local Business Tax ReceiptMiami-Dade County Office of The TaxCollector
-THIS IS NOT A BILL - DO NOT PAY

7172340

BUSINESS NAME/LOCATION
CROSS ENVIRONMENTAL
SERVICES INC
DOING BUSINESS IN DADE
COUNTYRECEIPT NO.
RENEWAL
7451954SEC. TYPE OF BUSINESS
196 GENERAL BUILDING
CONTRACTOR
CGC062981OWNER
CROSS ENVIRONMENTAL SERVICES
INC
C/O CI YDF A BISTON PRFS
Worker(s) 1**EXPIRES**
SEPTEMBER 30, 2026Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10PAYMENT RECEIVED
BY TAX COLLECTOR
75.00 07/30/2025
PTBTC-25-134062This 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

BUSINESS NAME/LOCATION
CROSS ENVIRONMENTAL
SERVICES INC
DOING BUSINESS IN DADE
COUNTYRECEIPT NO.
RENEWAL
7451968SEC. TYPE OF BUSINESS
196 SPECIALTY BUILDING
CONTRACTOR
CJC049572OWNER
CROSS ENVIRONMENTAL SERVICES
INC
C/O CI YDF A BISTON PRFS
Worker(s) 1**EXPIRES**
SEPTEMBER 30, 2026Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10PAYMENT RECEIVED
BY TAX COLLECTOR
75.00 07/30/2025
PTBTC-25-134056This 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



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

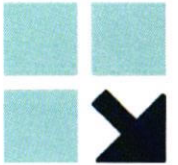
EXPIRATION DATE: AUGUST 31, 2026

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.



RFP No. 2026-008



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

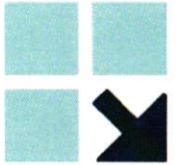
EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/29/2024

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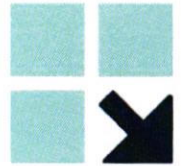


RFP No. 2026-008



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

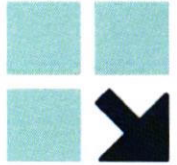
ISSUED: 09/03/2025

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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

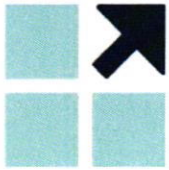
Issued On



Marc Edmonds, Chief

Risk Assessment Management Branch 2.

RFP No. 2026-008



TAB – D: SCOPE OF SERVICES / TECHNICAL APPROACH

Initiation of Demolition Project

1. PROPOSAL

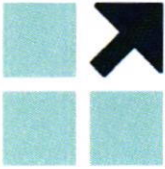
- a. Inspect project site and evaluate project. 2 DAYS
- b. Develop material, equipment and manpower rates, including an estimate for the asbestos survey for the property. 1 DAY
- c. Supply unit rates to establish total cost for the scope of work. 1 DAY
- d. Provide proposal for Asbestos Survey and Demolition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



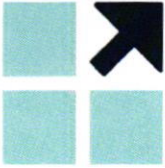
TAB – E: REFERENCES

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  Authorized Signature (Manual)
City, State, Zip Code: Crystal Springs, FL 33524	Typed or Printed Name: Colleen Strott
Type of Entity (Select one): Corporation ☒ _____ 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__ __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



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
PURCHASING
DEPARTMENT

Florida

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 Smith
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.

Colleen Smith
(Signature)

12/17/2025
(Date)

STATE OF Florida

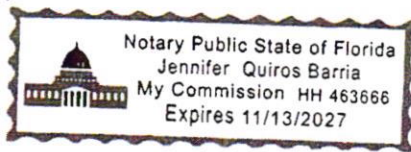
COUNTY OF Pasco

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)

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.

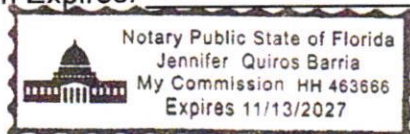
Contractor/Proposer/Bidder Company Name: Cross Environmental Services, Inc.
Authorized Company Person's Signature: 
Authorized Company Person's Title: Assistant Secretary
Date: 12/17/2025

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:  (Seal) NOTARY PUBLIC
My Commission Expires: _____



E-Verify



**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

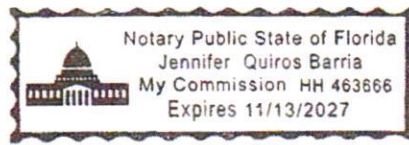
this 17 day of December, 2025

by who is

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

Notary Public Signature: Jennifer Quiros Barria (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 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

**Request for Taxpayer
Identification Number and Certification**

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

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

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) ►

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

P.O. Box 1299

6 City, state, and ZIP code

Crystal Springs, FL 33524

7 List account number(s) here (optional)

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.)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3

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.

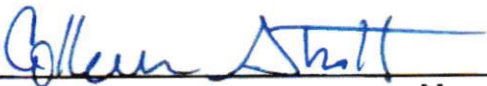
It has been brought to the City's attention by an interested party that the solicitation documents reference two different proposal submission due times. To avoid confusion and to ensure a fair and equal opportunity for all proposers, the proposal submission deadline is hereby revised.

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.

COMPANY NAME

AUTHORIZED SIGNATURE

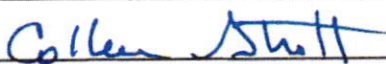
12/17/2025

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.

COMPANY NAME


AUTHORIZED SIGNATURE

12/17/2025

DATE

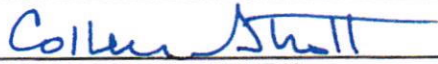
Item	Turn-around Time	Lab Fee
3.2.1	3 Hours	\$46.00 each layer
3.2.2	6 Hours	\$29.00 each layer
3.2.3	24 Hours	\$17.50 each layer
3.2.4	48 Hours	\$17.50 each layer
3.2.5	72 Hours	\$17.50 each layer
3.2.6	96 Hours	\$17.50 each layer
3.2.7	1 Week	\$17.50 each layer
3.2.8	2 Weeks	\$17.50 each layer

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 tile	\$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.

COMPANY NAME


AUTHORIZED SIGNATURE

12/17/2025

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	\$ <u>7.00</u> Ln. Ft.
Cork insulation with mastic	\$ <u>8.00</u> Cu Ft.
Install sod	\$ <u>1.00</u> Sq. Ft.
Hydro Seeding permanent mix	\$ <u>0.35</u> 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.		12/17/2025
COMPANY NAME	AUTHORIZED SIGNATURE	DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2026

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 Sterling Seacrest Pritchard, Inc. 3111 W Dr Martin Luther King Jr Blvd Suite 350 Tampa FL 33607	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	INSURER(S) AFFORDING COVERAGE INSURER A : Nautilus Insurance Company INSURER B : Key Risk Insurance Company INSURER C : Great Divide Insurance Company INSURER D : Starr Indemnity & Liability Company INSURER E : INSURER F :
License#: 70726 CROSENV-01	NAIC # 17370 10885 25224 38318

COVERAGES

CERTIFICATE NUMBER: 844901730

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Max Agg \$10M ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	ECP2046241-11	3/1/2026	3/1/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 BI/PD Deductible \$5,000 per Occ
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP2046239-11	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$10,000
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ N/A	Y	Y	FFX2046242-11	3/1/2026	3/1/2027	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WCA2046240-11	3/1/2026	3/1/2027	☒ PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A D	Professional/Pollution Contractors Equipment			ECP2046241-11 ITA100065570826	3/1/2026 3/1/2026	3/1/2027 3/1/2027	Per Incident \$1,000,000 Leased/Rented \$550,000 Catastrophe \$3,297,017

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 Subrogation is provided on General Liability, Auto Liability, Umbrella and Workers Compensation. Umbrella Follows Form.

Re: RFP No. 2026-008. City of Fort Pierce and it's board members, officials, officers and employees 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 Subrogation is provided on General Liability, Auto Liability, Umbrella and Workers Compensation. Umbrella Follows Form. 30 Days Notice of Cancellation Applies.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

BUSINESS AUTO – ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II - Liability Coverage A. - Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - 1. The coverage and/or limits of this policy; or
 - 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2046241-11	3/1/2026	3/1/2027	3/1/2026

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

- Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- Bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- Bodily injury** or **property damage** occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or

- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2046241-11	3/1/2026	3/1/2027	3/1/2026

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. Subrogation of SECTION VII – CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CANCELLATION PROVISIONS
ADVICE OF CANCELLATION TO OTHER PARTIES**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2046241-11	3/1/2026	3/1/2027	3/1/2026

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

- I. The following is added to **SECTION VII – CONDITIONS, 2. Cancellation:**
- c. If we cancel this policy prior to the expiration date for any statutorily permitted reason other than nonpayment of the premium, we will provide Advice of Cancellation via e-mail to those Certificate Holders with whom you have agreed in writing in a contract or agreement to notify of cancellation of this policy. This Advice of Cancellation can only be provided once the following conditions have been satisfied:
- (1) Following your receipt of a Notice of Cancellation by us, you provide to us, in the format we prescribe, the e-mail address of a contact for each Certificate Holder to be notified; and
- (2) We are in receipt of this information prior to this policy's cancellation effective date.
- Failure to furnish this information promptly, or providing incomplete or inaccurate information will relieve us of our obligations under this endorsement.
- We will provide Advice of Cancellation via e-mail to each such Certificate Holder as soon as practicable following our receipt of such information.
- Proof of our emailing the Advice of Cancellation, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.
- II. This Endorsement does not affect, in any way, coverage provided under this policy, or the cancellation of this policy or the effective date thereof, nor shall this Endorsement confer any rights to any person(s) or organization(s) not insured under this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT –
COVERAGE A & D – AUTOMATIC STATUS**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2046241-11	3/1/2026	3/1/2027	3/1/2026

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SECTION V – LIMITS OF INSURANCE is amended by the addition of the following terms and conditions when you have agreed in writing in a contract or agreement, in effect during this **policy period**, with any person or organization for whom you are performing operations, that a per-project aggregate will apply:

- I. For all amounts which the **insured** becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** which can be attributed only to **covered operations** at a single project:
 1. A separate Per-Project Aggregate Limit applies to each project, and that limit is equal to the lesser of:
 - a. The applicable General Aggregate Limit; or
 - b. \$2,000,000.
 2. The Per-Project Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of:
 - a. **Insureds**;
 - b. **Claims** made or **suits** brought; or
 - c. Persons or organizations making **claims** or bringing **suits**.
 3. Any payments made under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** for damages shall reduce the Per-Project Aggregate Limit for that particular project. Such payments shall not reduce the applicable General Aggregate Limit nor shall they reduce any other Per-Project Aggregate Limit for any other project.
 4. The applicable limits for Each Occurrence, Damage To Premises Rented To You continue to apply. However, instead of being subject to the applicable General Aggregate Limit, such limits will be subject to the applicable Per-Project Aggregate Limit.
 5. Regardless of the number of projects covered under this policy, the most we will pay under the terms and conditions of this endorsement is \$5,000,000.
- II. For all amounts which the **insured** becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** which cannot be attributed only to **covered operations**:
 1. Any payments made under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Per-Project Aggregate Limit.
- III. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per-Project Aggregate Limit.

- IV.** If the applicable project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the particular project will still be deemed to be the same project.
- V.** The provisions of **SECTION V – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.
- VI.** This endorsement does not apply to any Designated Construction Project(s) which has been specifically endorsed to this policy on a General Aggregate Limit endorsement showing the Designated Construction Project(s) in a **SCHEDULE**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ORDER OF COVERAGE AND CONTRIBUTION – OTHER INSURANCE CONDITION
AUTOMATIC STATUS**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
FFX2046242-11	3/1/2026	3/1/2027	3/1/2026

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

Paragraph 8. **Other Insurance** of **SECTION III – CONDITIONS** is deleted and replaced by the following:

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:
- (1) This condition will not apply to other insurance specifically written as excess over this Coverage Form.
 - (2) If you specifically agree in a written contract or written agreement, in effect during this policy period, that the insurance provided to any person(s) or organization(s) that qualifies as an additional insured under this insurance must apply on a primary basis, or a primary and noncontributory basis, then insurance under this policy is subject to the following provisions:
 - i. This insurance will apply before any other insurance that is available to such additional insured which covers that person or organization as a Named Insured; and
 - ii. We will not seek contribution from that other insurance, provided that the **injury or damage** for which coverage is sought is caused by an **event** that takes place or is committed subsequent to the signing of that contract or agreement by you.
- However, this provision does not apply if the other insurance available to the additional insured person(s) or organization(s) is Owners and Contractors Protective Liability, Railroad Protective Liability, or other project-specific primary insurance.
- This insurance, in all cases, will always apply after the Commercial Liability Coverages shown in the Schedule of Underlying Insurance.
- When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- b. When this insurance is excess over other insurance, we will pay only our share of the **ultimate net loss** that exceeds:
- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Form; plus
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required in writing by contract or agreement prior to loss.