



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

JULY 14, 2025

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Campbell Rich

Vice Mayor Christopher Collins

Commissioner Eula R. Clarke

Commissioner Laura Giobbi

Commissioner Sean Reed

ADMINISTRATIVE

City Manager, Michael J. Mortell

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

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

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

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

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. TREASURE COAST WATERWAY CLEANUP WEEK - JULY 19 - 27, 2025
2. PARKS & RECREATION MONTH - JULY 2025

PRESENTATIONS

3. SERVICE AWARDS - JULY 2025
4. STUART VULNERABILITY ASSESSMENT REPORT PRESENTED BY CAPTEC ENGINEERING INC.
5. FISCAL YEAR 2026 OPERATING BUDGET SNAPSHOT

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

6. APPROVAL OF 06/23/2025 CCM MINUTES (RC)
7. AWARD OF ITB 2025-104, CITY OF STUART CONQUISTADOR LIFT STATION REHABILITATION (RC):

RESOLUTION No. 64-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB 2025-104, CITY OF STUART CONQUISTADOR LIFT STATION REHABILITATION PROJECT TO G3 CONTRACTING, INC. DBA INDUSTRY STANDARD, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$309,768.00; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8. BA #12 ACCEPT FIREWORKS DONATION MARTIN COUNTY (RC):

RESOLUTION No. 67-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 12 TO THE FISCAL YEAR 2024-2025 OPERATING BUDGET; ACCEPTING A DONATION FROM MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS TO BE ALLOCATED TOWARDS THE 2025 CENTENNIAL SALUTE TO MARTIN COUNTY 4TH OF JULY FIREWORKS SHOW; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. STUART HOUSING AUTHORITY APPOINTMENT - JEFFREY DOUGHERTY (RC):

RESOLUTION NO. 68-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING THE APPOINTMENT OF JEFFREY

DOUGHERTY TO THE STUART HOUSING AUTHORITY, FULFILLING A VACANCY ON THE BOARD FOR A 4 - YEAR TERM FROM PRESENT TO MAY 21, 2029; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. INTERLOCAL AGREEMENT FOR TEMPORARY BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (RC):

RESOLUTION No. 70-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY FOR THE TEMPORARY PROVISION OF BUILDING OFFICIAL, INSPECTION AND PLAN REVIEW SERVICES; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

11. AUTHORIZATION TO SCHEDULE ATTORNEY-CLIENT SESSION (RC):

RESOLUTION No. 65-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY ATTORNEY TO SCHEDULE AN ATTORNEY-CLIENT SESSION WITH THE CITY COMMISSION, CITY MANAGER, CITY ATTORNEY, AND OUTSIDE LEGAL COUNSEL REGARDING PENDING LITIGATION MATTERS PURSUANT TO FLORIDA STATUTES § 286.011(8); PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. REQUESTING LETTER OF SUPPORT TO MARTIN COUNTY HUMAN SERVICES FOR JAG GRANT (RC):

RESOLUTION No. 66-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A LETTER OF SUPPORT TO MARTIN COUNTY HUMAN SERVICES FOR THE SUBMISSION OF AN APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR MENTAL HEALTH COURT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

13. UPDATE REGARDING 121 SW FLAGLER AVENUE

ADJOURNMENT

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

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-

judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

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

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

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

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

Meeting Date: 7/14/2025

Prepared by: Susej Meleqi

Title of Item:

TREASURE COAST WATERWAY CLEANUP WEEK - JULY 19 - 27, 2025

Summary Explanation/Background Information on Agenda Request:

The 18th Annual Treasure Coast Waterway Cleanup is a community-wide environmental effort taking place from July 19 to July 27, 2025, with the main cleanup day scheduled for Saturday, July 26, from 8:00 a.m. to 12:30 p.m. This event spans approximately 125 miles of waterways across Martin, St. Lucie, and Indian River counties, including cities like Sebastian, Vero Beach, Fort Pierce, and Jensen Beach.

Volunteers of all ages are encouraged to participate by boat, on foot, or even in the water to help remove debris and protect the local marine environment. Participants may register for the main cleanup day or take part throughout the week by cleaning on their own and submitting their data online.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Treasure Coast Waterway Cleanup Week - July

PROCLAMATION

18TH ANNUAL TREASURE COAST WATERWAY CLEANUP WEEK JULY 19-27, 2025

WHEREAS, the State of Florida has been blessed with abundant, diverse, and wondrous natural resources, which include freshwater springs, the Gulf, Atlantic, Everglades and the Treasure Coast's very own Savannas, St. Lucie River, and Indian River Lagoon; and

WHEREAS, the Indian River Lagoon, St. Lucie River and their many tributaries are an important part of what makes the Treasure Coast special, providing numerous habitats to our plants and wildlife, the basis for commerce and tourism, countless recreational opportunities and a source of inspiration and awe; and

WHEREAS, our growing population and poor behaviors have negatively impacted the health of our waterways in many ways, including one that is hard to miss -litter, tons of garbage litter our waterways and shorelines. Many citizens of the Treasure Coast have come together to do something about it, to clean our waterways as part of a larger effort to protect our quality of life and save our rivers; and

WHEREAS, the 18th Treasure Coast Waterway Cleanup will be held on July 26, 2025, thanks to the hard work and dedication of the Marine Industry Association of the Treasure Coast, Inc. in conjunction with the Florida Navigation District, sponsors, and thousands of volunteers. The City of Stuart has a substantial and passionate boating community in Florida and here on the Treasure Coast and is committed to maintaining and enhancing the quality of life not only within the City but also within our Treasure Coast region.

NOW, THEREFORE, I, CAMPBELL RICH, Mayor of the City of Stuart, Florida do hereby proclaim the week of July 19-27, 2025, as the:

18TH ANNUAL TREASURE COAST WATERWAY CLEANUP WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 14th day of July, 2025.

CAMPBELL RICH
MAYOR

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

Meeting Date: 7/14/2025

Prepared by:

Title of Item:

PARKS & RECREATION MONTH - JULY 2025

Summary Explanation/Background Information on Agenda Request:

Since 1985, July has been officially recognized as National Park & Recreation Month, designated by the National Recreation and Park Association (NRPA) to honor the vital role that parks and recreation professionals and volunteers play in enriching communities across America. Under themes like this year's "Build Together, Play Together," the month highlights how parks promote health and well-being, environmental resilience, equity, and social connection, providing inclusive spaces for activities ranging from yoga and art classes to picnics and community sports. Overall, National Park & Recreation Month is a nationwide call to appreciate and support the green spaces, programs, and people that sustain community vitality.

Funding Source:

N/A

Recommended Action:

Issue Proclamation

ATTACHMENTS:

1. Parks and Recreation Month - July

PROCLAMATION
PARKS AND RECREATION MONTH
JULY 2025

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the City of Stuart; and parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; encourages physical activities by providing space for popular sports, hiking trails, fitness programs and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation programming and education activities, such as out-of-school time programming, youth sports, environmental education, and socialization, are critical to childhood development. Parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community. Parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors.

NOW, THEREFORE, I, CAMPBELL RICH, Mayor of the City of Stuart, Florida, do hereby proclaim the month of July 2025 as:

PARKS AND RECREATION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 14th day of July, 2025.

CAMPBELL RICH
MAYOR

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

Meeting Date: 7/14/2025

Prepared by: Kathy Martin

Title of Item:

SERVICE AWARDS - JULY 2025

Summary Explanation/Background Information on Agenda Request:

Charvella Whitehead Police Department 25 years

Funding Source:

General Fund

Recommended Action:

Present Award

ATTACHMENTS:

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

Meeting Date: 7/14/2025

Prepared by: Ben Hogarth

Title of Item:

STUART VULNERABILITY ASSESSMENT REPORT PRESENTED BY CAPTEC ENGINEERING INC.

Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

No action, presentation only.

ATTACHMENTS:

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

Meeting Date: 7/14/2025

Prepared by: Louis Boglioli

Title of Item:

FISCAL YEAR 2026 OPERATING BUDGET SNAPSHOT

Summary Explanation/Background Information on Agenda Request:

As agenda items and presentations are due July 1st, 2025 for the July 14th, 2025 Regular City Commission Meeting, as of this date the Florida Legislative session has been extended and basic information as simple as the Florida Retirement System (FRS) rates which go into effect each year on July 1st, is not available. Without the State budget adopted including grants and appropriations, as well as local government revenue projections not being available and certainly more delayed than in recent years, the majority of our budget information will be speculative. On July 14th at the meeting, we will be presenting whatever information is available at that time, as well as the status of all staff requests.

Funding Source:

N/A

Recommended Action:

No action, presentation only.

ATTACHMENTS:

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

Meeting Date: 7/14/2025

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 06/23/2025 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Item.

ATTACHMENTS:

1. 06232025 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
JUNE 23, 2025
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

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

ROLL CALL

5:30 PM

PRESENT: Mayor Rich, Vice Mayor Collins, Commissioner Giobbi, and Commissioner Reed, Commissioner Clarke (late, arrived at 5:38 PM)

INVOCATION

Pastor James Brocious, Stuart Alliance Church, gave the Invocation.

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. WELLS FARGO BUILDING DISCUSSION AND UPDATE

Mike Mortell, City Manager, provided a brief update on the status of the Wells Fargo Building, reviewed the existing leases, and noted his recent communications with tenants and realtors on future timelines. He recommended the opportunity to put together a package of the plan details. The tentative planning is for City Hall to fully relocate in the Spring of 2028. The Commission participated in a brief discussion and agreed to have information brought back at a July Commission Meeting.

*Commissioner Clarke arrived at 5:38 PM.

COMMENTS BY CITY COMMISSIONERS

Commissioner Giobbi

- Commented on her attendance at the Juneteenth Event and the special birthday celebration of 101-year old, Ertha E. Bryant.
- Commented on her positive impression of the student club, Blue Cube/Aerospace/Wolfpack, from South Fork High School who presented at the last Commission Meeting.

Commissioner Clarke

- Expressed apology for being late.
- Commented on attendance at the Juneteenth Event and on the date being a national holiday; inquired about making it a City holiday. [City Manager Mortell suggested this be proposed at the annual meeting in which the Commission adopts the annual calendar.]
- Congratulated the oldest living person in East Stuart in honor of her 101st birthday in July, Ms. Ertha E. Bryant.
- Complimented the Community Services and East 10th Street Recreation Center staff and emphasized the department's importance in the community.
- Reported that Cleveland Clinic had a community outreach event in Port Salerno where education was provided to the public on how to use their resources to obtain different services.

Vice Mayor Collins

- Inquired about the status of the Skate Park design and requested an update at a future meeting.
- Commented on pollen collapse and consideration of bringing forward a "No Kill" Ordinance. [City Manager Mortell recommended bringing back the topic as a D&D; referenced FS 586.]

PUBLIC COMMENT:

1. Clay Sherer - Stuart; Commented on honey bees and infestation options, requested education on the subject to public.

6:00 PM MOTION: Motion to bring back an Ordinance to regulate the destruction of bees.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

VOTE: 4/1 motion passed.

YES: Eula Clarke, Christopher Collins, Laura Giobbi, Sean Reed

NO: Campbell Rich

Vice Mayor Collins continued:

- Commented on Brightline and having a D&D to review the parking, was concerned

about traffic and would like a review at upcoming meeting.

Mayor Rich

- Commented on his attendance at the Juneteenth event and noted it is a federal holiday and would be in favor of adding it as a City holiday.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Commented on Willoughby Extension, announced the upcoming Federal Department Of Transportation (FDOT) Public Meetings, June 25th, virtual meeting, June 26th, in-person meeting at the East 10th Street Community Services Building.
- Reported on the upcoming Fourth of July event that will incorporate the Centennial celebration of Martin County, invited Commissioners, City and County employees, along with their families, to the Flagler Center.
- Reported that Chief Zenelovic informed him of the Florida Police Chiefs Association recognition of Records Manager, Kimberly Allen-Hearn, for Civilian Employee of the Year. [Chief Zenelovic came forward and offered a statement and congratulations to Ms. Hearn.]
- Announced City of Stuart was recognized as one of the "Top Ten Prettiest Downtown Strips" from WorldAtlas.com.
- Volunteered a future presentation on the Willoughby Extension and commented on some of the details discussed.

Commissioner Reed commented that he serves on the Metropolitan Planning Organization (MPO) and stated his thoughts and advice to the residents, suggested they reach out to the MPO Board Members.

Commissioners and City Manager Mortell continued a discussion on the Willoughby Extension.

APPROVAL OF AGENDA

6:20 PM MOTION: Approve pulling Item #3 from Consent Calendar.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

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

1. Thomas Edwards - Stuart; Provided a photo in reference to his comment on the intersection of Luckhardt St. and Federal Hwy.
2. Clay Sherer - Stuart; Commented on the tree planning program, would like to see it offered city-wide and not only within the Community Redevelopment Agency (CRA); willing to volunteer.
3. Helen McBride - Stuart; Stated she was here for past discussions about Willoughby Blvd. and the plans for future development have existed for a long time.

CONSENT CALENDAR

2. APPROVAL OF 06/09/2025 CCM MINUTES (RC)

***** PULLED ITEM #3 *****

3. TITLE VI POLICY UPDATE (RC):

RESOLUTION No. 62-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING A TITLE VI NON-DISCRIMINATION POLICY AND PROGRAM PLAN; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:32 PM MOTION: Approve pulling Item #3 from Consent Calendar.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

***** ITEM #3 PULLED FROM THE CONSENT CALENDAR *****

3. TITLE VI POLICY UPDATE (RC):

RESOLUTION No. 62-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING A TITLE VI NON-DISCRIMINATION POLICY AND PROGRAM PLAN; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Lee Bagget, City Attorney, reviewed the Resolution explaining the grant funds from the FDOT.

Kevin Smith provided a brief summary, stated the Local Agency Program (LAP) requires an update for the Joan Jefferson and Colorado improvements such as sidewalks and drainage. It is required to update this policy every three (3) years.

6:41 PM MOTION: Approve Resolution 62-2025 as printed and providing that there is a condition that if the City Attorney goes through the pages that he went through and says that this particular chart that has a specific ethnicity does not need to be included in this new updated City-wide Resolution that can go for everything at this three (3) year update point, and if it can't be taken out then this will go forward.

MOVED BY: Eula Clarke

SECONDED BY: Sean Reed (withdrawn at 7:05)

MOTION DIED FOR LACK OF SECOND.

7:06 PM MOTION: Move to remove chart from this policy.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

VOTE: 3/2 passed.

YES: Christopher Collins, Laura Giobbi, Sean Reed

NO: Campbell Rich, Eula Clarke

COMMISSION ACTION

4. APPOINTMENT OF BDB REPRESENTATIVE (RC):

RESOLUTION No. 55-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE APPOINTMENT OF A REPRESENTATIVE TO THE BOARD OF DIRECTORS OF THE BUSINESS DEVELOPMENT BOARD (BDB) OF MARTIN COUNTY, INC. FOR A TWO-YEAR TERM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Mortell provided a brief background of the Business Development Board (BDB) representative for the City.

Wyatt Knight, applicant, answered questions of the Commission.

7:09 PM MOTION: Approve.

MOVED BY: Laura Giobbi

SECONDED BY: Eula Clarke

Motion approved unanimously.

5. AUTHORIZING USES FOR THE HALF-CENT SALES SURTAX/ PARK INVENTORY (RC):

RESOLUTION No. 57-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO PURSUE QUALIFYING FIXED CAPITAL EXPENDITURES AND OUTLAY PROJECTS UTILIZING PROCEEDS FROM THE HALF-CENT INFRASTRUCTURE SALES SURTAX APPROVED BY THE VOTERS OF MARTIN COUNTY IN THE 2024 GENERAL ELECTION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Mortell briefly reviewed the purpose of the Resolution and introduced Jim Chruski, Community Services Director, who presented on Stuart's parks and green space.

Vice Mayor Collins stated that this Resolution and presentation were not what he was looking for; he hoped for more of an audit to determine where there is opportunity and where improvements/investments can be made.

Commissioner Clarke commented on a past discussion of a metal pedestrian bridge to connect/cross over 14th Street to Monterey Road, and perhaps the City could work with the County on such a project and inquired about another past discussion on an underwater art/park project.

Commissioner Reed expressed concerns about the grant opportunities, the costs, and how to prioritize the residents' desires.

PUBLIC COMMENT:

1. Tracy Griffith - Stuart; Owner of property at SW Channel Avenue and SW 6th Street, commented on the drainage in his neighborhood.
2. Frank McChrystal - Stuart; Commented on the park presentation, what is most important to our community and would like the ballfields and tennis courts, etc. to

be tied together.

3. Clay Scherer - Stuart; Consider asking City staff to put a plan together for a tree program to establish an urban canopy.
4. Helen McBride - Stuart; City right-of-way clarification.
5. Frank McChrystal - Stuart; Commented on spending money on the needs and not wants.

7:52 PM MOTION: Move the Resolution and give Mike the ability to start headhunting land to buy and prioritize green space north of the bridge to be a trail head at Haney Creek.

AMENDED MOTION: To also include expanding the existing tree-planting program city-wide, look at turning that 2-acres into a park and trail head on US 1, and also expanding the existing tree-planting program city-wide as two objectives to spend the half-cent sales tax on, but the primary would be acquiring land as per the language on the ballot.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Motion approved unanimously. (8:28 PM)

DISCUSSION AND DELIBERATION

Commissioner Reed requested clarification from the City Attorney on addressing the public per the public comment. A brief discussion took place among the Commission.

ADJOURNMENT

8:32 PM

Mary R. Kindel, City Clerk

Campbell Rich, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 14th day of July, 2025.**

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

Meeting Date: 7/14/2025

Prepared by: Holly Vath

Title of Item:

AWARD OF ITB 2025-104, CITY OF STUART CONQUISTADOR LIFT STATION REHABILITATION (RC):

RESOLUTION No. 64-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB 2025-104, CITY OF STUART CONQUISTADOR LIFT STATION REHABILITATION PROJECT TO G3 CONTRACTING, INC. DBA INDUSTRY STANDARD, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$309,768.00; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on April 29, 2025, 202, and simultaneously released on OpenGov Procurement who notified nine-hundred thirty-seven (937) potential bidders. Fifty-six (56) potential bidders downloaded the bid specifications. Four (4) bids were received by the bid opening of 2:00 pm on June 5, 2025.

Holtz Consulting Engineer, the City's Engineer of Record for this project, has recommended award to the lowest responsive, responsible bidder, for the total of \$309,768.00.

Funding Source:

Account: 410-56563-630

Recommended Action:

Adopt Resolution No. 64-2025

ATTACHMENTS:

1. R64-2025 ITB 2025-104 City of Stuart Conquistador Lift Station Rehab
2. Conquistador Lift Station Contract 2025.07.03
3. Exhibit A - ITB 2025-104 ndustry Standard Response
4. Exhibit B - ITB 2025-104 Invitation to Bid
5. Exhibit C - Industry Standard COI



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

RESOLUTION 64-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB 2025-104, CITY OF STUART CONQUISTADOR LIFT STATION REHABILITATION PROJECT TO G3 CONTRACTING, INC. DBA INDUSTRY STANDARD, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$309,768.00; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City entered into the competitive Invitation to Bid process in order to solicit a qualified general contractor to submit bids for construction of the City of Stuart Conquistador Lift Station Rehabilitation Project (“Project”); and

WHEREAS, the work will consist of rehabilitating one (1) sanitary sewer lift station within the City-owned sanitary sewer collection system. The rehabilitation is anticipated to include erosion control, repair and recoating of the lift station wet well and valve vault, rehabilitation of civil components including a new concrete slab for the standby pump, incorporating fall protection at the lift station, fencing, temporary bypass pumping, replacement and recoating of existing piping, addition of a pressure transmitter at the potable water service, electrical upgrades, and the installation of a permanent pad mounted standby pump including piping and electrical connections; and

WHEREAS, G3 Contracting, Inc. DBA Industry Standard responded to the Invitation to Bid and was the lowest, most responsive and responsible bidder with a total price of \$309,768.00; and

WHEREAS, the City of Stuart desires to enter into an agreement with G3 Contracting, Inc. DBA Industry Standard for the work under the Project; and

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

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

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

SECTION 2: The City Commission hereby approves the award of Invitation to Bid 2025-104, the City of Stuart Conquistador Lift Station Rehabilitation Project, to G3 Contracting, Inc. DBA Industry Standard.

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

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

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 14th day of July 2025.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY



“CONTRACT”

CONTRACTOR: G3 Contracting Inc. DBA Industry Standard
431 County Road 415
New Smyrna Beach, FL 32168

PROJECT: ITB 2025-104: City of Stuart Conquistador Lift Station Rehabilitation Project

THIS UNIT PRICE CONTRACT, hereinafter “Contract,” made and entered into this **14th** day of **July 2025** by and between **G3 Contracting Inc. DBA Industry Standard** (hereinafter referred to as Contractor) and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994 (hereinafter referred to as City), for and in consideration of the following terms, conditions and covenants.

RECITALS

WHEREAS, Contractor is a licensed corporation doing business in Florida; and

WHEREAS, City desires to hire Contractor to provide services for the City of Stuart Conquistador Lift Station Rehabilitation Project (“Project”); and

WHEREAS, Contractor is willing and able to provide said services for the City of Stuart Conquistador Lift Station Rehabilitation Project for the City on the terms and conditions set forth herein; and

WHEREAS, City desires to enter into this Contract with Contractor to perform the services specified herein and, in an amount agreed to below.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, and materials necessary to provide the rehabilitation of one (1) sanitary sewer lift station within the City-owned sanitary sewer collection system. The rehabilitation is anticipated to include erosion control, repair and recoating of the lift station wet well and valve vault, rehabilitation of civil components including a new concrete slab for the standby pump, incorporating fall protection at the lift station, fencing, temporary bypass pumping, replacement and recoating of existing piping, addition of a pressure transmitter at the potable water service, electrical upgrades, and the installation of a permanent pad mounted standby pump (purchased & provided by CITY) including piping and electrical connections. The specific services to be performed by the Contractor are described in Part 5 of original ITB 2025-104 which is attached hereto as Exhibit “B” and incorporated herein by reference.

II. CONTRACT PROVISIONS

Section 1. Period of Services

Time of Performance

Upon award of this Contract by Resolution of the Stuart Commission or Upon Emergency approval by City Manager, the effective date of this Contract shall be date of execution of this Contract by both City and Contractor. The Contractor shall begin work within ten (10) calendar days after delivery of written Notice to Proceed, hereinafter “NTP”, issued by Project Manager for the City to the Project Manager for the Contractor. All performance of the Contract work shall be completed within **one hundred eighty (180) calendar days** of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor prior to the NTP shall be deemed a waiver of the issuance of the NTP and shall constitute the “Date of Commencement” for purposes of the completion deadline.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for these Services in accordance with revised pricing schedule formalized in “Price Proposal Form” submitted by Utilities & Engineering which is attached hereto as Exhibit “A”. This Contract is **not to exceed \$309,768.00**.

2.2 Payment

Payment for services rendered is due within thirty (30) days of receipt and approval of invoice by City. Payment is delinquent thirty (30) days following receipt and approval of invoice by City.

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work agreed to under this Contract. The Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the Contract price shall be made therefore, or in the alternative, the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that any payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. Upon notice from the City, the Contractor shall refund by check payable within thirty (30) days to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

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

5.3 Contractor's Records

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

Section 6. Termination, Delays and Liquidated Damages

6.1 Termination for Convenience

Either party upon a thirty (30) days written notice to the other party may terminate this Contract. In the event of termination for convenience, Contractor shall be paid for all services rendered to the date of termination, including all authorized reimbursable expenses. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party contracts.

6.2 Termination for Cause

If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor thirty (30) days written notice, and without prejudice to any other right or remedy, terminate this Contract. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work.

6.3 Liquidated Damages

If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by delay) the Contractor shall to the City one hundred (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every calendar day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages until the work under this Contract is completed. The Contractor and its sureties shall be jointly and severally liable to the City for any liquidated damages.

6.4 Excusable Delays

The right of the Contractor to proceed shall not be terminated nor shall the contractor be charged with liquidated damages for any delays in the completion of the work or delivery of the materials due to: (1) any acts of the federal government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency; (2) any adverse acts of the City; (3) causes not reasonably foreseeable by the parties at the time of execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, fires, floods, tornadoes, hurricanes, and other extreme weather conditions; and (4) any delay of any Subcontractor due to any of the above-mentioned causes. However, the Contractor must promptly notify the City in writing within two days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and terms of this Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

Section 7. Notice

7.1 Whenever either party desires to give notice to the other, such notice must be in writing in at least one for the following methods: (a) Overnight courier, such as FedEx or UPS, with a request for receipt acknowledgment; or (b) Email addresses listed here within this section, and any subsequent email address provided by either party for purposes of notice under this Contract.

Notice for City: **City of Stuart**
121 SW Flagler Avenue
Stuart, FL 34994
Email: mmortell@stuartfl.gov
cityclerk@ci.stuart.fl.us

Notice for Contractor: **Brett Garmon**
G3 Contracting Inc. DBA Industry Standard
431 County Road 415
New Smyrna Beach, FL 32168
Email: bgarmon@is-standard.com

7.2 Project Manager

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

Marc Rogolino
(772) 221-4700
Email: mrogolino@stuartfl.gov

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

Jay Breig
G3 Contracting Inc. DBA Industry Standard
772-298-9263
Jbreig@is-standard.com

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 Inspection

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

8.5 Rights and Benefits

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

Section 9. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in 1.8 of the Invitation to Bid which is attached hereto as Exhibit "B." Such certificate must contain a provision for notification to the City thirty (30) days in advance of any material change or cancellation. The City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City

reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. All third-party contractors, including any independent contractors and subcontractors utilized by Contract in providing services required herein, must comply with the insurance requirements. The Contractor shall be responsible for ensuring that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above. The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates, bond, and other documentation may be cause for the annulment of the award.

10.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

10.3 Payment and Performance Bonds

The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Florida Statutes § 255.05 in the amount of 100% of the Contract price. A fully, authorized surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City. Should the Surety become irresponsible during the time the Contract is in force, the City may require additional sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

Section 11. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 12. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available. The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Commission. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

Section 13. General Conditions

13.1 Venue in Martin County

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

13.2 Laws of Florida

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

13.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

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

13.5 Contract Amendment

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

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

13.6 Contractual Authority

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

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Florida Statutes § 768.28.

13.8 Severability

The parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any government or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation or decision, the provision, section, sentence, word, clause or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause or combination thereof as may be valid and consistent with the intent of the parties under this Contract) and the remainder of this Contract, as amended, will bring will remain binding upon the parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

13.9 Entire Contract

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

Section 14. Public Records

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

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

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

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

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

Section 15. Exhibits

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

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

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

Exhibit "C" - "Certificate of Insurance"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

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

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

CONTRACTOR

(Signature)

Printed Name

Title



City of Stuart
142 - Procurement & Contracting Services Division
Holly Vath, Procurement Coordinator
121 SW Flagler Avenue, Stuart, FL 34994

[INDUSTRY STANDARD] RESPONSE DOCUMENT REPORT

ITB No. 2025-104

CITY OF STUART CONQUISTADOR LIFT STATION (C-45) REHABILITATION PROJECT

RESPONSE DEADLINE: June 5, 2025 at 2:00 pm

Report Generated: Thursday, June 5, 2025

Industry Standard Response

CONTACT INFORMATION

Company:

Industry Standard

Email:

bgarmon@is-standard.com

Contact:

Brett Garmon

Address:

431 County Road 415
New Smyrna Beach, FL 32168

Phone:

(386) 679-4638

Website:

N/A

Submission Date:

Jun 5, 2025 10:29 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed May 16, 2025 1:14 PM by Brett Garmon

Addendum #2

Confirmed May 27, 2025 11:19 AM by Brett Garmon

Addendum #3

Confirmed May 27, 2025 11:19 AM by Brett Garmon

QUESTIONNAIRE

1. Contact Information

Please download the below documents, complete, and upload.

- [Contact Information.pdf](#)

SunBiz.docx

COI_-_City_of_Stuart.PDF

Contact_Information.pdf

2. Proposal Checklist

Please download the below documents, complete, and upload.

- [Checklist.pdf](#)

Checklist.pdf

EC_license9233092.pdf

GC_license9225016.pdf

UC_license9427126.pdf

MOU_E_VERIFY.pdf

3. Certification*

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

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

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

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

Confirmed

4. Safety Standards Certification*

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

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

Safety_Standards.pdf

Project_monitoring.pdf

quality_control_.pdf

letter_of_transmittal.docx

5. References Form*

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

References.pdf

Brett_Garmon-_resume.pdf

Jay_Breig_-_resume.pdf

6. Schedule of Subcontractors Participation *

Please download the below documents, complete, and upload.

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

Schedule_of_Subcontractors_Participation.pdf

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

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

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

Sworn.pdf

8. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

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

Drug_free.pdf

9. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entitiy Crimes .pdf](#)

Public_entity.pdf

W9_2025.pdf

2024-10-09-BTR-rescinded-letter-with-ordinance.pdf

10. Suspended Vendor List*

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

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

Please identify your legal company name here:

G3 Contracting Inc DBA Industry Standard

[Click to Verify](#) *Value will be copied to clipboard*

11. Scrutinized List of Prohibited Companies List*

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

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

Please identify your legal company name here:

G3 Contracting Inc DBA Industry Standard

[Click to Verify](#) *Value will be copied to clipboard*

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

By entering into a contract with the City of Stuart, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your entering into a contract, you affirm and represent that you are registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat. Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien."

yes. G3 Contracting Inc DBA Industry Standard

[Click to Verify](#) *Value will be copied to clipboard*

13. Electronic Bidding - Bid Bond

Upload bid bond if submitting electronically

Scan_Bond.pdf

PRICE TABLES

BID SCHEDULE

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
GENERAL CONDITIONS					
1	MOBILIZATION	LS	1	\$7,500.00	\$7,500.00
2	DEMOBILIZATION	LS	1	\$2,500.00	\$2,500.00
3	CONSTRUCTION SURVEY	LS	1	\$6,500.00	\$6,500.00
4	PRE-CONSTRUCTION VIDEO TAPING	LS	1	\$2,500.00	\$2,500.00
5	RECORD DRAWINGS	LS	1	\$6,500.00	\$6,500.00
6	MAINTENANCE OF TRAFFIC	LS	1	\$2,200.00	\$2,200.00
LIFT STATION LUMP SUM					
7	CONQUISTADOR LIFT STATION (C-45) IMPROVEMENTS	LS	1	\$282,068.00	\$282,068.00
TOTAL					\$309,768.00



- [Department of State](#)
- [Division of Corporations](#)
- [Search Records](#)
- [Search by Entity Name](#)

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[Events](#) **No Name History**

Detail by Entity Name

Florida Profit Corporation

G3 CONTRACTING, INC.

Filing Information

Document NumberP11000047077FEI/EIN Number35-2411991Date
Filed05/17/2011Effective Date05/16/2011StateFLStatusACTIVELast
EventAMENDMENTEvent Date Filed05/18/2018Event Effective Date

NONE

Principal Address

431 COUNTY RD 415
NEW SMYRNA BEACH, FL 32168

Changed: 07/28/2021

Mailing Address

431 County Road 415
NEW SMYRNA BEACH, FL 32168

Changed: 03/11/2019

Registered Agent Name & Address

GARMON, BRETT

431 County Road 415
NEW SMYRNA BEACH, FL 32168

Name Changed: 05/18/2018

Address Changed: 04/25/2024

Officer/Director Detail**Name & Address**

Title President, Director

GARMON, BRETT

431 County Road 415
NEW SMYRNA BEACH, FL 32168

Title VP, Director

Breig, Jay Bryan

921 SW PINE TREE LN
PALM CITY, FL 34990

Annual Reports**Report Year****Filed Date**

2023	02/01/2023
2024	02/07/2024
2024	04/25/2024

Document Images

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[02/15/2012 -- ANNUAL REPORT](#) [View image in PDF format](#)

[05/17/2011 -- Domestic Profit](#) [View image in PDF format](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2025

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 Brown & Brown Insurance Services, Inc. PO Box 2412 Daytona Beach FL 32115	CONTACT NAME: Brianna Rossi PHONE (A/C, No, Ext): (386) 267-8940 FAX (A/C, No): E-MAIL ADDRESS: Brianna.Rossi@bbrown.com INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Ins. Co. INSURER B: Auto-Owners Ins. Co. INSURER C: American Interstate Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 10190 18988 31895
INSURED G3 Contracting Inc DBA Industry Standard 431 County Rd 415 New Smyrna Beach FL 32168		

COVERAGES**CERTIFICATE NUMBER:** 24-25/25-26**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			224682-72366449-24	05/23/2024	05/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			53-868-477-03	05/23/2024	05/23/2025	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 \$ 0			53-868-477-02	05/23/2024	05/23/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
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	AVWCFL3334822025	01/01/2025	01/01/2026	☒ PER STATUTE ☐ 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	Inland Marine			224682-72366449-24	05/23/2024	05/23/2025	Installation Floater \$10,000

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

SEE NOTES FOR POLICY COVERAGE FORMS

CITY OF STUART IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER**CANCELLATION**CITY OF STUART
121 SW FLAGLER AVE

STUART

FL 34994

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED G3 Contracting Inc DBA Industry Standard	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes**CURRENT BLANKET POLICY FORMS****GENERAL LIABILITY**

- 1) 55373 0517 - BLANKET ADDITIONAL INSURED (ADDITIONAL INSURED-ONGOING OPERATIONS, ADDITIONAL INSURED-COMPLETED OPERATIONS, PRIMARY & NON-CONTRIBUTORY)
2) 65034 0622 - FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH HIRED AUTO AND NON-OWNED AUTO LIABILITY (ADDITIONAL INSURED-LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MGR OR LESSOR OF PREMISES, WAIVER OF SUBROGATION)

AUTO LIABILITY

- 1) 58504 0115 - DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE (ADDITIONAL INSURED)
2) 58583 0115 - WAIVER OF OUR RIGHT TO RECOVER PAYMENTS - BLANKET (WAIVER OF SUBROGATION)
3) 58540 1219 - PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

WORKERS COMPENSATION

- 1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

UMBRELLA LIABILITY

- UMBRELLA LIABILITY APPLIES IN EXCESS OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYERS LIABILITY PER FORM 26800 (7-05)
1) 66160 (12-17) ADDITIONAL INSURED PRIMARY NONCONTRIBUTORY - BLANKET COVERAGE



CONTACT INFORMATION

Company Name:

Contact Name:

Contact Title:

Contact Phone Number:

Contact email:

PROPOSAL CHECKLIST FORM

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

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

Additional Business Qualification

BREIG, JAY BRYAN SR

G3 CONTRACTING, INC.
431 COUNTY ROAD
NEW SMYRNA BEACH FL 32168

LICENSE NUMBER: EC13014266

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/24/2024

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

BREIG, JAY BRYAN SR

INDUSTRY STANDARD
431 COUNTY ROAD 415
NEW SMYRNA BEACH FL 32168

LICENSE NUMBER: CGC1536835

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/24/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BREIG, JAY BRYAN SR

INDUSTRY STANDARD
431 COUNTY ROAD 415
NEW SMYRNA BEACH FL 32168

LICENSE NUMBER: CUC1226332

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/24/2025

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Company ID Number: 1754184

Approved by:

Employer G3 Contracting Inc	
Name (Please Type or Print) Garmon A brett	Title
Signature Electronically Signed	Date 10/30/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/30/2021



Company ID Number: 1754184

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	G3 Contracting Inc
Company Facility Address	431 COUNTY ROAD 415 New Smyrna Beach, FL 32168
Company Alternate Address	
County or Parish	VOLUSIA
Employer Identification Number	352411991
North American Industry Classification Systems Code	221
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



SAFETY STANDARDS CERTIFICATION

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

Signed, Sealed and Witnessed in the Presence of:

DATE: 05/22/25

FOR: G3 Contracting Inc DBA Industry Standard

(Firm Name)

BY: [Signature]
(Signature)

President

(Title)

[Signature]
(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 22nd day of May, 2025,

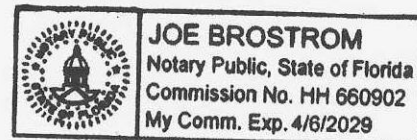
known to me, or identified as Brett Garmon

in the City of New Smyrna Beach, County of Volusia, State of Florida.

Signed: [Signature] Notary Public

My Commission Expires: 4/6/2029

(Affix Seal)



**REFERENCE FORM**

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

#1 REFERENCE

Company/Entity Name: <u>Indian River County</u>			
Address <u>8405 8TH ST VERO BEACH, FL 32968</u>			
City	<u>Vero Beach</u>	State	<u>Florida</u> Zip Code <u>32968</u>
Contact Name:	<u>Travis Parillo</u>	Title: <u>Plant Manager</u>	
Phone No:	<u>772 633 7302</u>	Fax:	Email: <u>tparillo@indianriver.gov</u>
Date of Service or Contract Period:		<u>Annual 3 years</u> Location <u>Through out IRC</u>	
Summary of Services Performed <u>Lift Station Rehab</u> <u>Governmental</u> or Private <u>Govenmental</u>			

#2 REFERENCES

Company/Entity Name: <u>Village of Palm Springs</u>			
Address <u>226 CYPRESS LANE PALM SPRINGS, FL 33461</u>			
City	<u>Palm Springs</u>	State	<u>Florida</u> Zip Code <u>33461</u>
Contact Name:	<u>David Burgin</u>	Title: <u>Utilities Superintendent</u>	
Phone No:	<u>561 635 4282</u>	Fax:	Email: <u>dburgin@vpsfl.org</u>
Date of Service or Contract Period:		<u>Feb 2025</u> Location <u>Palm Springs</u>	
Summary of Services Performed <u>Lift Station Rehab</u> <u>Governmental</u> or Private <u>Govenmental</u>			

#3 REFERENCES

Company/Entity Name: <u>CGI Realty</u>			
Address <u>14817 Paddock Dr</u>			
City	<u>Wellington</u>	State	<u>Florida</u> Zip Code <u>33414</u>
Contact Name:	<u>Jose Calvo</u>	Title: <u>Owner</u>	
Phone No:	<u>561-512-2390</u>	Fax:	Email: <u>jcalvo1969@gmail.com</u>
Date of Service or Contract Period:		<u>12/2024-1/2025</u> Location <u>Wellington FL</u>	
Summary of Services Performed <u>Installation of new Lift Station</u> <u>Governmental</u> or <u>Private</u> <u>Private</u>			

Company Name G3 Contracting Inc DBA Industry Standard

Brett A. Garmon

Phone: 386-679-4638 | Email: BGarmon@IS-standard.com | LinkedIn: Industry Standard owner

Description

Brett A. Garmon is 50% owner of Industry Standard. Industry Standard is a new and upcoming company that will specialize in the field of underground sewer and water. Brett began working in the waste water industry in 2005 for an Underground utility contractor and then joined a Lift Station and pipeline utility contractor in 2007. Brett started G3 contracting in 2014 and has owned and operated the business successfully for 11 years. Industry Standard is a DBA to G3 Contracting and was established in 2024. Industry standard goals are to help municipalities maintain the deteriorated conditions of both sewer and water utilities and keep the public able to use these services without failure. Our goal is to provide the best services to our clients and maintain our relationships with them as the business continues to grow. Industry standard has a great fleet already with trucks, crane trucks, excavators, skid steers, multiple pumps, emergency services, asphalt roller, compactors, dump trailer, vacuum trailers and many more.

Professional Experience:

Owner

G3 Contracting Inc

Dates of Employment: 2014 - Current

- Onsite inspections to generate Bids for client
- Supervision of field staff and office staff during years of operation
- Final walk throughs with clients
- Attended meetings for all ongoing and upcoming construction projects
- Bill work completed monthly

Supervisor

Chaz Equipment

November 2007 -November 2012

- Supervise crew for Underground construction
- Supervise crews for prep and close outs

- Met with City personnel on current and upcoming projects

Education:

High School: The Kings Academy

College: Daytona Beach and Palm Beach Community College

Skills:

- Owner/Operator of business
- Management of crews and office personnel
- Knowledgeable in field and understand the scope of work to get jobs completed
- Scheduling
- Personable to clients, subcontractors and staff during the phases of construction
- Accounting and record keeping

Certifications:

- Underground Contractors license
- Qualified Stormwater management inspector license
- OSHA Confined space certificate
- Advanced MOT Certificate
- Sewpercoat Applicator
- OSHA Excavation and trenching Confident person
- OSHA Confined Space supervisor

Largest Project completed:**- Towers 8&9 Ponce inlet**

Project contract amount: 762,000.00

Contract work scope was the demo of over 40,000 sq ft area for removal of existing coatings and topping with 40k Power blasters, Hydraulic operated grinders, Floor scrappers, Concrete cutting, dirt excavation and removal from above and below grade areas, Hauling of dirt offsite.

References:

Robbie Loveland- Loveland Electric 561-718-7224

Brad Miller- Maxx environmental 561-398-2781

Rob Goosens- Precise Paving 561-801-0603

Mike Hodges- A&D Enterprise 336-414-4230

Scott Pedigrew- Graves Contracting 314-780-2572

Tom Weidmeyer-FH&A Contractors 321-205-3988

Jay B. Breig

Phone: 772-298-9263 | Email: JBreig@IS-standard.com | LinkedIn: Industry Standard owner

Description

Jay B. Breig is 50% owner of Industry Standard. Industry Standard is a new and upcoming company that will specialize in the field of underground sewer and water. Jay began working in the waste water industry in 2004 for a clarifier rehabilitation company and then a full service underground utility contractor in 2006. Industry standard goals are to help municipalities maintain the deteriorated conditions of both sewer and water utilities and keep the public able to use these services without failure. Our goal is to provide the best services to our clients and maintain our relationships with them as the business continues to grow. Industry standard has a great fleet already with trucks, crane trucks, excavators, skid steers, multiple pumps, emergency services, asphalt roller, compactors, dump trailer, vacuum trailers and many more.

Professional Experience:

Operations Manager

Hinterland Group Inc.

Dates of Employment: May 2009- April 2024

- Operations manager over all Civil work
- Emergency contact for multiple municipalities
- Oversight of each PM during their projects
- Attended meetings with all civil projects for ongoing and upcoming construction projects

Supervisor

Chaz Equipment

November 2006 -January 2009

- Supervise crew for Underground construction
- Supervise crews for prep and close outs
- Met with City personnel on current and upcoming projects

Education:

High School: The Kings Academy

College: University of Mobile, Allegany college

Skills:

- Management and oversight of multiple crews for Civil and Electrical work
- Management of fleet and trucking duties daily
- Management of Project Managers on staff for each project on hand
- Knowledgeable in field and understand the scope of work to get jobs completed
- Scheduling crews from preliminary stage to final completion
- Personable to clients, subcontractors and staff during the phases of construction
- Relationships with staff in the Industry for all services provided

Certifications:

- General Contractor license
- Underground Contractors license
- Electrical Contractors license
- OSHA Confined space certificate
- Advanced MOT Certificate
- Crane and rigging Certificate
- HDPE welding certificate

Projects:**- PBC Continuing contract for wastewater, gravity lines and MH rehabilitation**

Project contract amount: 5,993,256.00 Profit margin of 1,318,516.00

Contract was in place to service multiple different locations throughout PBC to work within their scope of different Lift Station improvements, Gravity sewer repairs and/or replacements, Coating work of interior rehabilitation for Lift stations and Manholes, Installation of Forcemain repairs and or replacements for PBC.

-Highland Beach annual Emergency contract

Project contract amount: 939,200.00 Profit Margin of 436,728.00

Contract with Highland Beach to repair their failed pipes as emergency work. Jobs would consist of emergency calls 24/7 for both sewer and water pipes that would break either from failures of their own or from other contractors working in the area. These jobs would mainly be Forcemain breaks, watermain breaks, Gravity sewer collapse and/or repairs due to directional drillers working in the area.

-PBC Pipeline Continuing construction contract

Project contract amount: 33,760,413.00 Profit margin of 6,414,478.00

Contract with PBC to install pipe line throughout the County under their supervision and engineering. Projects under this contract would be for full scope replacements of Water mains, water services to homes, Fire hydrants, pressure testing and BacTee reports. Daily crew progress was both documented and provided to the County during each project. Other projects would consist of Forcemain replacements throughout neighborhoods in PBC and in the Glades areas.

-IRC Continuing Contract agreement for LS Rehabilitation

Project contract amount: 418, 726.00 profit margin of 167,490.00

Contract with Indian River County was to provide services for all Lift Station rehabilitation throughout the County as they decided. The work would entail Bypass pumping, New precast top slabs and Valve Vaults, Lift station bases, pipe work, new gate valves and Check valves, Concrete pads, Electrical panels, Generators, FPL service feeds.

-PBC LS Rehabilitation Continuing Construction Contract

Project contract amount: 7,030,042.13 Profit margin of 2,741,716.00

Contract with Indian River County was to provide services for all Lift Station rehabilitation throughout the County as they decided. The work would entail Bypass pumping, New precast top slabs and Valve Vaults, Lift station bases, pipe work, new gate valves and Check valves, Concrete pads, Electrical panels, Generators, FPL service feeds.

References:

Joe Tanacredi PBCWUD – 561-308-4276

Pat Roman Highland Beach- 561-856-2963

Steve Blanchard Cooper City – 954-326-9335

Ed Horton Village of Palm Springs- 561-313-0073

Eric Doverspike PSI Technologies 954-258-2777

Mike Carter City Electric Supply 561-420-4729

Chase Rogers Hinterland Group 561-543-9680

Harrison Youngblood I.R.C. 407-491-5104



SCHEDULE OF SUBCONTRACTORS PARTICIPATION

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

Name of Subcontractor: <u>Stuart Fence</u>
Contact Name: <u>Stuart Fence</u>
Address, City, State, Zip, Phone: <u>PO Box 2636 Stuart, FI 34995</u> <u>772 288 1151</u>
Type of Work to be Performed: <u>Fencing</u>
License No. <u>MCFE3584</u> Percentage of Work <u>3</u> %
Name of Subcontractor: <u>Data Flow Sytems, LLC</u>
Contact Name: <u>Randy Wyatt</u>
Address, City, State, Zip, Phone: <u>605 N John Rodes Blvd, Melbourne FI, 32934,</u> <u>321-259-509</u>
Type of Work to be Performed: <u>I&C</u>
License No. _____ Percentage of Work <u>8</u> %
Name of Subcontractor: _____
Contact Name: _____
Address, City, State, Zip, Phone: _____
Type of Work to be Performed: _____
License No. _____ Percentage of Work _____ %

Company Name G3 Contracting Inc DBA Industry Standard



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

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

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

by: Brett Garmon

(print individual's name and title)

for: G3 Contracting Inc DBA Industry Standard

(print name of entity submitting sworn statement)

whose business address is: 431 CR 415 New Smyrna Beach, FL 32168

and (if applicable) its Federal Employer Identification Number (FEIN) is: 35-2411991

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: ____-____-____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The



City of Stuart

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

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

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Signature

Sworn to and subscribed before me this 5th day of June, 2025.

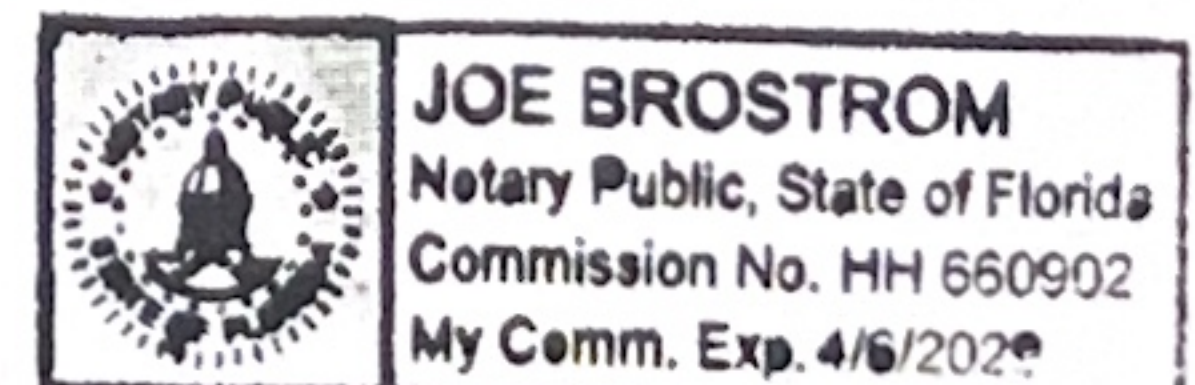
Personally known ☒ OR Produced Identification _____

Type of Identification _____

Notary Public – State of Florida

My Commission Expires: 4/6/2029

SEAL OR STAMP



DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

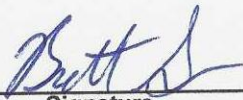
This Certification is submitted by Brett Garmon
(Individual's Name)

Of G3 Contracting Inc DBA Industry Standard
(Name of Company)

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

5/27/25

Date


Signature

Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

G3 Contracting Inc DBA Industry Standard

Company Name

Signature



Brett Garmon, President

Name and title (Print or Type)

5/27/25

Page 65 of 141

Date

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) G3 Contracting Inc DBA Industry Standard	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 431 CR 415	Requester's name and address (optional)
6 City, state, and ZIP code New Smyrna Beach, FL 32168		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
3	5			-	2	4	1	1	9 9 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person

Beth D

Date

5/12/25

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Building & Code Administration

October 09, 2024

To Whom it May Concern:

Effective January 1, 2024, the ordinance requiring a Volusia County business tax receipt is repealed and a Volusia County business tax receipt is no longer required for any business located within Volusia County. This statement can also be found on our website at the following link: <https://www.volusia.org/services/business-services/revenue-services/business-tax-receipt/>. Attached is a copy of the ordinance containing the changes where the language requiring a Business Tax Receipt has been stricken from the ordinance.

I hope this information proves to be useful.

Respectfully,

A handwritten signature in blue ink, appearing to read "Kerry Leuzinger", with a long, sweeping horizontal stroke extending to the right.

Kerry Leuzinger
Chief Building Official



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2025

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 Brown & Brown Insurance Services, Inc. PO Box 2412 Daytona Beach FL 32115	CONTACT NAME: Brianna Rossi PHONE (A/C, No, Ext): (386) 267-8940 FAX (A/C, No): E-MAIL ADDRESS: Brianna.Rossi@bbrown.com
INSURED G3 Contracting Inc DBA Industry Standard 431 County Rd 415 New Smyrna Beach FL 32168	INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Ins. Co. NAIC # 10190 INSURER B: Auto-Owners Ins. Co. 18988 INSURER C: American Interstate Insurance Company 31895 INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 24-25/25-26**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			224682-72366449-24	05/23/2024	05/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			53-868-477-03	05/23/2024	05/23/2025	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 \$ 0			53-868-477-02	05/23/2024	05/23/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
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	AVWCFL3334822025	01/01/2025	01/01/2026	☒ PER STATUTE ☐ 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	Inland Marine			224682-72366449-24	05/23/2024	05/23/2025	Installation Floater \$10,000

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

SEE NOTES FOR POLICY COVERAGE FORMS

CITY OF STUART IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER**CANCELLATION**CITY OF STUART
121 SW FLAGLER AVE

STUART

FL 34994

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED G3 Contracting Inc DBA Industry Standard	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes**CURRENT BLANKET POLICY FORMS****GENERAL LIABILITY**

- 1) 55373 0517 - BLANKET ADDITIONAL INSURED (ADDITIONAL INSURED-ONGOING OPERATIONS, ADDITIONAL INSURED-COMPLETED OPERATIONS, PRIMARY & NON-CONTRIBUTORY)
2) 65034 0622 - FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH HIRED AUTO AND NON-OWNED AUTO LIABILITY (ADDITIONAL INSURED-LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MGR OR LESSOR OF PREMISES, WAIVER OF SUBROGATION)

AUTO LIABILITY

- 1) 58504 0115 - DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE (ADDITIONAL INSURED)
2) 58583 0115 - WAIVER OF OUR RIGHT TO RECOVER PAYMENTS - BLANKET (WAIVER OF SUBROGATION)
3) 58540 1219 - PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

WORKERS COMPENSATION

- 1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

UMBRELLA LIABILITY

- UMBRELLA LIABILITY APPLIES IN EXCESS OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYERS LIABILITY PER FORM 26800 (7-05)
1) 66160 (12-17) ADDITIONAL INSURED PRIMARY NONCONTRIBUTORY - BLANKET COVERAGE

**FRONT PAGE OF
PUBLIC PAYMENT BOND**

Florida Statute 255.05

BOND NO. 6091018371

CONTRACTOR: G3 Contracting DBA Industry Standard
431 County Road 415
New Smyrna Beach, FL 32168
386-679-4638

SURETY: United States Fire Insurance Company
305 Madison Avenue,
Morristown, NJ
973-490-6600

AGENT: Acrisure
3100 S Federal Highway, Ste G
Delray Beach, FL 33483
561-454-8201

OBLIGEE: City of Stuart
121 SW Flagler Avenue,
Stuart, FL 34994
772-288-5300

PROJECT: ITB 2025-104: City of Stuart Conquistador Lift Station Rehabilitation Project

LOCATION: Stuart, FL

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

G3 Contracting dba Industry Standard
431 C.R 415
New Smyrna Beach, FL 32168

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

CONSTRUCTION CONTRACT

Date: July 14, 2025

Amount: \$ 309,768.00 Three Hundred Nine Thousand Seven Hundred Sixty Eight Dollars and 00/100

Description:

(Name and location)

2025-104 City of Stuart Conquistador Lift Station Rehabilitation Project

BOND

Date: July 14, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 309,768.00 Three Hundred Nine Thousand Seven Hundred Sixty Eight Dollars and 00/100

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

G3 Contracting dba Industry Standard

Signature: 

Name **Brett Garmon**
and Title: **President**

SURETY

Company: (Corporate Seal)

United States Fire Insurance Company

Signature: 

Name **Brett Rosenhaus**
and Title: **Attorney-in-Fact**

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Acrisure
3100 S Federal Highway, Suite G
Delray Beach, FL 33483
561.454.8210

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

G3 Contracting dba Industry Standard
431 C.R 415
New Smyrna Beach, FL 32168

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

CONSTRUCTION CONTRACT

Date: July 14, 2025

Amount: \$ 309,768.00 Three Hundred Nine Thousand Seven Hundred Sixty Eight Dollars and 00/100

Description:

(Name and location)

2025-104 City of Stuart Conquistador Lift Station Rehabilitation Project

BOND

Date: July 14, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 309,768.00 Three Hundred Nine Thousand Seven Hundred Sixty Eight Dollars and 00/100

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

G3 Contracting dba Industry Standard

Signature: 

Name: Brett Garmon

and Title: President

SURETY

Company: (Corporate Seal)

United States Fire Insurance Company

Signature: 

Name: Brett Rosenhaus

and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Acrisure
3100 S Federal Highway, Suite G
Delray Beach, FL 33483
561.454.8210

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

02725

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Christian Collins

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

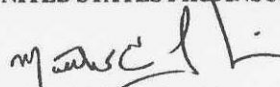
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 4th day of April, 2025.

UNITED STATES FIRE INSURANCE COMPANY




Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 4th day of April, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

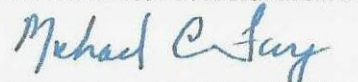



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **14th** day of July 2025

UNITED STATES FIRE INSURANCE COMPANY


Michael C. Fay, Senior Vice President





INVITATION TO BID

2025-104

CITY OF STUART CONQUISTADOR LIFT STATION (C-45) REHABILITATION PROJECT

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RELEASE DATE: April 29, 2025

DEADLINE FOR QUESTIONS: May 16, 2025

RESPONSE DEADLINE: June 5, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Stuart
INVITATION TO BID
CITY OF STUART CONQUISTADOR LIFT STATION (C-45) REHABILITATION
PROJECT

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

Attachments:

A - Lift Station Rehab Conquistador C-45 Specifications (only)-update

B - Project Location Map

C - Lift Station Rehab Conquistador C-45 Plans (only)

1. Advertisement

CITY OF STUART

2025-104

CITY OF STUART CONQUISTADOR LIFT STATION (C-45) REHABILITATION PROJECT

Advertisement

The City encourages E-Bidding through OpenGov Procurement at

<https://procurement.opengov.com/portal/stuartfl>. CITY OF STUART CONQUISTADOR LIFT STATION (C-45) REHABILITATION PROJECT will be received by the City of Stuart at the Procurement Office, 301 SE Ocean Blvd., Suite 303, Stuart, Florida, 34994, until Thursday, June 5, 2025 at 2:00 pm.

A Non-Mandatory pre bid meeting will be held at Annex Conference Room, 300 SW Saint Lucie Ave, Stuart, FL 34994 at 1:00 pm, Thursday, May 8, 2025.

If submitting a hard copy, please submit an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a flash drive. It must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart, and marked "2025-104, CITY OF STUART CONQUISTADOR LIFT STATION (C-45) REHABILITATION PROJECT. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened

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

Mail/Overnight/Hand Deliver Submittal Responses to:

Procurement Office

301 SE Ocean Blvd., Suite 303

Stuart, Florida 34994

Mark outside of envelope: 2025-104, CITY OF STUART CONQUISTADOR LIFT STATION (C-45)
REHABILITATION PROJECT

Published: Tuesday, April 29, 2025

2. Introduction

2.1. Summary

The City of Stuart Utilities & Engineering Department would like to request an Invitation to Bid (ITB) for the City of Stuart Conquistador Lift Station (C-45) Rehabilitation Project. We would like to solicit licensed contractors to submit bid proposals for the City of Stuart Conquistador Lift Station (C-45) Rehabilitation Project.

The project consists of rehabilitating one (1) sanitary sewer lift station within the City-owned sanitary sewer collection system. The rehabilitation is anticipated to include erosion control, repair and recoating of the lift station wet well and valve vault, rehabilitation of civil components including a new concrete slab for the standby pump, incorporating fall protection at the lift station, fencing, temporary bypass pumping, replacement and recoating of existing piping, addition of a pressure transmitter at the potable water service, electrical upgrades, and the installation of a permanent pad mounted standby pump (purchased & provided by CITY) including piping and electrical connections.

2.2. Background

The City of Stuart Conquistador Lift Station (C-45) is the centralized lift station for the Conquistador Development (1800 St. Lucie Blvd.) and the Banyan House Development (1600 St. Lucie Blvd.). The City of Stuart Conquistador Lift Station (C-45) receives influent from an up-stream City owned & maintained lift station (C-35) within the Conquistador Development as well as a privately owned & maintained lift station within the Banyan House Development. The City of Stuart Conquistador Lift Station (C-45) then discharges into the City of Stuart owned sanitary force main routed to the City of Stuart Water Reclamation Facility.

2.3. Contact Information

Marc Rogolino

U&E Project Manager

121 SW Flagler Ave.

Stuart, FL 34994

Email: mrogolino@stuartfl.gov

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

Department:

Utilities and Engineering

2.4. Timeline

Release Project Date	April 29, 2025
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Pre-Proposal Meeting (Non-Mandatory)	May 8, 2025, 1:00pm Annex Conference Room, 300 SW Saint Lucie Ave, Stuart, FL 34994
Question Submission Deadline	May 16, 2025, 5:00pm
Proposal Submission Deadline	June 5, 2025, 2:00pm

3. Instructions to Bidders

3.1. Submittal

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

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

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

It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement Office, 301 SE Ocean Blvd., Suite 303 Stuart, Florida 34994, not later than 2:00 pm, on the day and date shown above. Any received after this date and time will not be accepted or considered and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.

3.2. City Representative

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

Holly Vath

Purchasing

hvath@ci.stuart.fl.us

(772) 288-5320

3.3. Bid Opening

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

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 238 895 721 646 0

Passcode: KN76Hs6J

Dial in by phone

[+1 872-242-8065](tel:+18722428065), [682657068#](tel:+18722428065) United States, Chicago

Phone conference ID: 682 657 068#

3.4. Withdrawal of Bids

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

3.5. Protest

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

3.6. Questions and Answers

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

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

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

3.7. Addenda

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

3.8. Delivery

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

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

3.9. Right to Reject

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

3.10. Miscellaneous

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

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

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

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

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

Bids may be received up to but not later than Thursday, June 5, 2025 at 2:00 pm via the City's e-Procurement Portal located at <https://secure.procurenow.com/portal/stuartfl>. The City's e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Stuart strongly recommends completing your response well ahead of the deadline.

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

4. General Information

4.1. Delays

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

4.2. Qualification Submission and Withdrawal

The City will receive all proposals at the following addresses:

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

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

Stuart City Hall

Procurement Office

301 SE Ocean Blvd., Suite 303

Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: 2025-104 **"CITY OF STUART CONQUISTADOR LIFT STATION (C-45) REHABILITATION PROJECT"** The envelope shall also include the bidder's return address.

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

THE CITY MUST RECEIVE ALL BIDS BY

2:00 pm ON Thursday, June 5, 2025

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

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

with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.3. Addenda

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

4.4. Equal Opportunity

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

4.5. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- B. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. The City of Stuart and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance, and Contractor's Builders Risk "All Risk" insurance policies.
- D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
 - 1. City of Stuart 121S.W. Flagler Avenue Stuart, FL 34994
- E. No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.
- F. The "Acord" certification of insurance form should be used.

4.6. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

4.7. Suspended Vendor

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

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

4.8. Assignment & Subcontracting

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

4.9. Public Records

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

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

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

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

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

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

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

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

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

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

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

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

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

4.10. Business Registration

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

- Limited Liability Companies (LLC)
- Non-profits

- Partnerships

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

4.11. Licenses

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

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

4.12. Business Tax Receipt

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

4.13. Other Governmental Entities

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

4.14. Contract Amendment

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

4.15. Non Exclusive Contract

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

4.16. Estimated Quantities

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

4.17. Default

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

4.18. Background Information

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

4.19. Competency of Respondents

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

4.20. Extra Work

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

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:

1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

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

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

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

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

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

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

4.21. Bond Guarantee

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

*If e-bidding, bidder shall upload a copy of the bond to OpenGov Procurement ([Procurement Portal \(opengov.com\)](https://opengov.com)). Failure to provide bid bond may deem the bid non-responsive.

4.22. Payment & Performance Bonds

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

4.23. Permits

The Contractor is responsible for applying for and obtaining any and all required building, demolition or excavation permits required by any municipality or county having jurisdiction over the conduct of the work being pursued (to include the City of Stuart and Martin County). The Contractor should take every

precaution that he is aware of the cost of all required permit fees and should include those costs in his bid in the appropriate item.

4.24. Liquidated Damages

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

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

4.25. Suspension of Work Due to Weather

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

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

5. Scope of Work

5.1. CITY OF STUART CONQUISTADOR LIFT STATION (C-45) REHABILITATION PROJECT

The project consists of rehabilitating one (1) sanitary sewer lift station within the City-owned sanitary sewer collection system. The rehabilitation is anticipated to include erosion control, repair and recoating of the lift station wet well and valve vault, rehabilitation of civil components including a new concrete slab for the standby pump, incorporating fall protection at the lift station, fencing, temporary bypass pumping, replacement and recoating of existing piping, addition of a pressure transmitter at the potable water service, electrical upgrades, and the installation of a permanent pad mounted standby pump (purchased & provided by CITY) including piping and electrical connections.

Work shall include furnishing all labor, materials, and equipment, unless specified otherwise, to complete the work as specified and in accordance with the drawings, specifications, and other contract documents.

5.2. LIQUIDATED DAMAGES

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

5.3. START OF WORK AND TIME FOR COMPLETION

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a proposal response, successful respondent agrees to start the work within ten (10) days of issuance of Notice to Proceed. All performance of the Contract Work shall be completed within **one hundred eighty (180) calendar days** of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for the purpose of the completion deadline.

5.4. SITE INSPECTION

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

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

5.5. EQUIPMENT

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

5.6. INSPECTION AND DIRECTION

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

5.7. INVOICING AND PAYMENT

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

5.8. BUSINESS OPERATIONS

A. Hours of Operation: Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that the following schedule is adhered to and services as required must be scheduled to insure that all work occurs between the hours of 7:00 AM and 5:00 PM; All work performed outside of hours of operation must be approved in advanced by an authorized representative of the City.

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

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

5.9. PUBLIC SAFETY AND CONVENIENCE

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

5.10. PROTECTION OF PROPERTY

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

5.11. TIME OF STARTING WORK

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

5.12. ACCESSIBILITY STANDARDS

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

5.13. SUSPENSION OF WORK DUE TO WEATHER

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

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

5.14. CONTRACTOR'S UNDERSTANDING

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

5.15. SUBCONTRACTOR

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

5.16. CONTRACTOR DUTIES

- a. Mobilization and demobilization.
- b. Coordination and scheduling of work.
- c. Maintenance of Traffic (pedestrian and vehicular)
- d. Labor, materials, and equipment.
- e. Tools, construction equipment, and fuel.
- f. Electric, water and utilities required for construction.
- g. Freight and sales tax.
- h. Testing and laboratory services.
- i. Surveying and field engineering.
- j. Record Drawings in a format acceptable to the Engineer/Owner. Information will be used by the Engineer for any Permit Certification Requirements.
- k. Compliance with all the conditions of the permits issued for this project.
- l. Any other incidental labor, materials, and equipment required to construct the project.
- m. Maintain an accurate record of communication and coordination with the owner for all scheduling, installation, and all other items.

WORK SEQUENCE

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

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

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

CONTRACTORS RESPONSIBILITIES

1. Review and incorporate Owner-reviewed shop drawings, product data, and samples into the construction of the project.
2. Receive and unload products at site or off-site storage yard; inspect for completeness or damage jointly with Owner.
3. Repair or replace items damaged after receipt.
4. Arrange and pay for product delivery to site.
5. Handle, store, and install delivered products.
6. Submit claims for transportation damage and replace damaged, defective, or deficient items.
7. Arrange for manufacturers' warranties, inspections, and service.

CONTRACTOR'S USE OF THE PREMISES

- A. All work shall be within the limits of the property as shown on the plans. Work beyond the limits of this project shall be coordinated closely with the City of Stuart during the construction.
- B. Contractor shall be responsible for maintenance of traffic when working.
- C. The contractor shall maintain vehicular and pedestrian access to the driveway entrances to the greatest extent practical. Exceptions will be made on a case by case basis to facilitate the work.

PERMITS REQUIRED

Contractor shall prepare, submit and obtain the appropriate permits from the City of Stuart including City of Stuart Building Department permits.

6. Pricing Proposal

BID SCHEDULE

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
GENERAL CONDITIONS					
1	MOBILIZATION	LS	1		
2	DEMOBILIZATION	LS	1		
3	CONSTRUCTION SURVEY	LS	1		
4	PRE-CONSTRUCTION VIDEO TAPING	LS	1		
5	RECORD DRAWINGS	LS	1		
6	MAINTENANCE OF TRAFFIC	LS	1		
LIFT STATION LUMP SUM					
7	CONQUISTADOR LIFT STATION (C-45) IMPROVEMENTS	LS	1		
TOTAL					

7. Vendor Questionnaire

7.1. [Contact Information](#)

Please download the below documents, complete, and upload.

- [Contact Information.pdf](#)

7.2. [Proposal Checklist](#)

Please download the below documents, complete, and upload.

- [Checklist.pdf](#)

7.3. [Certification*](#)

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

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

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

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

☐ Please confirm

*Response required

7.4. [Safety Standards Certification*](#)

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

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

*Response required

7.5. [References Form*](#)

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

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

*Response required

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

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

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

*Response required

7.8. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

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

*Response required

7.9. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entity Crimes .pdf](#)

*Response required

7.10. Suspended Vendor List*

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

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

Please identify your legal company name here:

*Response required

7.11. Scrutinized List of Prohibited Companies List*

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

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

Please identify your legal company name here:

*Response required

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

By entering into a contract with the City of Stuart, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your entering into a contract, you affirm and represent that you are registered with the E-Verify system and are

using same, and will continue to use same as required by Section 448.095, Fla. Stat. Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.”

*Response required

7.13. Electronic Bidding - Bid Bond

Upload bid bond if submitting electronically



City of Stuart
142 - Procurement & Contracting Services
Division

Holly Vath, Procurement Coordinator
121 SW Flagler Avenue, Stuart, FL 34994
(772) 288-5320

ADDENDA REPORT
ITB No. 2025-104
CITY OF STUART CONQUISTADOR LIFT STATION (C-45) REHABILITATION
PROJECT

RESPONSE DEADLINE: June 5, 2025 at 2:00 pm

Thursday, July 3, 2025

Addenda Issued:

Addendum #1

May 12, 2025 4:37 PM

Pump specifications attached

Attachments:

· [6JSCE-DJDS-45T-MC,DC-\(DCS\)-8in pump drawing](#)

Addendum #2

May 22, 2025 4:21 PM

Addendum #2

Attachments:

· [ITB 2025-104 Addendum #2](#)

Addendum #3

May 22, 2025 4:23 PM

Addendum #3 - Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Industry Standard	X	May 16, 2025 1:14 PM	Brett Garmon
PRP Construction	X	May 27, 2025 8:09 AM	Peggy Sheltra
Felix Civil Construction	X	Jun 2, 2025 2:04 PM	Jacob Ertle
Hinterland Group Inc	X	Jun 3, 2025 4:44 PM	Daniel Duke, III

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Industry Standard	X	May 27, 2025 11:19 AM	Brett Garmon
PRP Construction	X	May 27, 2025 8:09 AM	Peggy Sheltra
Felix Civil Construction	X	Jun 2, 2025 2:04 PM	Jacob Ertle
Hinterland Group Inc	X	Jun 3, 2025 4:44 PM	Daniel Duke, III

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
Industry Standard	X	May 27, 2025 11:19 AM	Brett Garmon
PRP Construction	X	May 27, 2025 8:09 AM	Peggy Sheltra
Felix Civil Construction	X	Jun 2, 2025 2:04 PM	Jacob Ertle
Hinterland Group Inc	X	Jun 3, 2025 4:44 PM	Daniel Duke, III



CERTIFICATE OF LIABILITY INSURANCE

Exhibit C

DATE (MM/DD/YYYY)

03/13/2025

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 Brown & Brown Insurance Services, Inc. PO Box 2412 Daytona Beach FL 32115		CONTACT NAME: Brianna Rossi PHONE (A/C, No, Ext): (386) 267-8940 E-MAIL ADDRESS: Brianna.Rossi@bbrown.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Southern-Owners Ins. Co.	
		INSURER B: Auto-Owners Ins. Co.	
		INSURER C: American Interstate Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 24-25/25-26

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			224682-72366449-24	05/23/2024	05/23/2025	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	☒ AUTOMOBILE LIABILITY			53-868-477-03	05/23/2024	05/23/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
A	☒ UMBRELLA LIAB			53-868-477-02	05/23/2024	05/23/2025	EACH OCCURRENCE	\$ 4,000,000
	☒ EXCESS LIAB						AGGREGATE	\$ 4,000,000
	☐ CLAIMS-MADE							\$
	DED ☒ RETENTION \$ 0							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCFL3334822025	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ N	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Inland Marine			224682-72366449-24	05/23/2024	05/23/2025	Installation Floater	\$10,000

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

SEE NOTES FOR POLICY COVERAGE FORMS

CITY OF STUART IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

CANCELLATION

CITY OF STUART 121 SW FLAGLER AVE STUART FL 34994	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED G3 Contracting Inc DBA Industry Standard	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes**CURRENT BLANKET POLICY FORMS****GENERAL LIABILITY**

- 1) 55373 0517 - BLANKET ADDITIONAL INSURED (ADDITIONAL INSURED-ONGOING OPERATIONS, ADDITIONAL INSURED-COMPLETED OPERATIONS, PRIMARY & NON-CONTRIBUTORY)
2) 65034 0622 - FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH HIRED AUTO AND NON-OWNED AUTO LIABILITY (ADDITIONAL INSURED-LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MGR OR LESSOR OF PREMISES, WAIVER OF SUBROGATION)

AUTO LIABILITY

- 1) 58504 0115 - DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE (ADDITIONAL INSURED)
2) 58583 0115 - WAIVER OF OUR RIGHT TO RECOVER PAYMENTS - BLANKET (WAIVER OF SUBROGATION)
3) 58540 1219 - PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

WORKERS COMPENSATION

- 1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

UMBRELLA LIABILITY

- UMBRELLA LIABILITY APPLIES IN EXCESS OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYERS LIABILITY PER FORM 26800 (7-05)
1) 66160 (12-17) ADDITIONAL INSURED PRIMARY NONCONTRIBUTORY - BLANKET COVERAGE

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

Meeting Date: 7/14/2025

Prepared by: Jim Chrulski

Title of Item:

BA #12 ACCEPT FIREWORKS DONATION MARTIN COUNTY (RC):

RESOLUTION No. 67-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 12 TO THE FISCAL YEAR 2024-2025 OPERATING BUDGET; ACCEPTING A DONATION FROM MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS TO BE ALLOCATED TOWARDS THE 2025 CENTENNIAL SALUTE TO MARTIN COUNTY 4TH OF JULY FIREWORKS SHOW; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

A budget amendment to the 2025 Budget to accept a donation in the amount of \$20,000 from Martin County to celebrate their Centennial.

Funding Source:

DONATION FROM MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

From: Revenue 001-33890-000

To: Expense 001-53548-240

Recommended Action:

ACCEPT DONATION FROM MARTIN COUNTY - \$20,000.

ATTACHMENTS:

1. R67-2025 Budget Amendment 12 Accepting a donation from Martin County for the 4th of July Fireworks Show



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 67-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 12 TO THE FISCAL YEAR 2024-2025 OPERATING BUDGET; ACCEPTING A DONATION FROM MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS TO BE ALLOCATED TOWARDS THE 2025 CENTENNIAL SALUTE TO MARTIN COUNTY 4TH OF JULY FIREWORKS SHOW; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart adopts a balanced budget annually as part of the fiscal year operating budget which is intended to provide for the general operations of the City; and

WHEREAS, the City has historically budgeted for a 4th of July fireworks show occurring along the downtown waterfront every year as a commemoration of the nation's founding; and

WHEREAS, the year 2025 marks the centennial anniversary of the founding of Martin County, who has expressed interest in supporting the annual 4th of July fireworks show with a monetary contribution; and

WHEREAS, the City Commission of the City of Stuart hereby accepts a donation in the amount of twenty-thousand dollars (\$20,000) from the Martin County Board of County Commissioners to be used towards the annual 4th of July Fireworks Show.

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

SECTION 1: The 2024-2025 Fiscal Year Operating Budget for the General Fund is hereby further amended as follows:

From: Revenue 001-33890-000

To: Expense 001-53548-240

SECTION 2: This Resolution shall become effective upon its adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

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

Meeting Date: 7/14/2025

Prepared by: Susej Meleqi

Title of Item:

STUART HOUSING AUTHORITY APPOINTMENT - JEFFREY DOUGHERTY (RC):

RESOLUTION NO. 68-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING THE APPOINTMENT OF JEFFREY DOUGHERTY TO THE STUART HOUSING AUTHORITY, FULFILLING A VACANCY ON THE BOARD FOR A 4 - YEAR TERM FROM PRESENT TO MAY 21, 2029; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Stuart Housing Authority provided a presentation to the City Commission and described the role of the Stuart Housing Authority Board Members. There are currently two vacancies based upon a board make-up of six members. Pursuant to the City Charter and Housing Authority Bylaws, the Mayor shall appoint new members to fill any vacancies. The City Commission shall ratify the appointments. The Stuart Housing Authority requires each board member to commit to a four year term but the City Charter recognizes that the board members will be ratified by the City Commission at the annual meeting and therefore shall serve one (1) year terms. The Mayor has appointed Jeffery Dougherty and Joseph Cooper to fill the vacancies.

Funding Source:

Recommended Action:

Move approval of Resolution 68-2025 ratifying the new board members.

ATTACHMENTS:

1. R68-2025 Stuart Housing Auth Appt._ Jeffrey Dougherty
2. Stuart_Housing_Authority_Terms Log 2025 (June)



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

RESOLUTION NUMBER 68-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING THE APPOINTMENT OF JEFFREY DOUGHERTY TO THE STUART HOUSING AUTHORITY, FULFILLING A VACANCY ON THE BOARD FOR A 4 - YEAR TERM FROM PRESENT TO MAY 21, 2029; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Stuart Housing Authority was established pursuant to Florida Statutes Chapter 421 and operates in accordance with state and local law to address the need for affordable housing; and

WHEREAS, Section 421.05, Florida Statutes, authorizes the City Commission to appoint individuals to serve as commissioners of the Housing Authority; and

WHEREAS, the Board of Commissioners of the Stuart Housing Authority consists of six members appointed by the City Commission, each serving staggered four-year terms; and

WHEREAS, there is a vacancy on the Stuart Housing Authority Board, and the City Commission desires to appoint a qualified individual to fill this vacancy.

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

SECTION 1: The City Commission hereby ratifies the appointment of Jeffrey Dougherty to serve on the Stuart Housing Authority Board for a term of four (4) years, commencing on today's date, July 14, 2025 and expiring on May 21, 2029 to fulfill the remaining term, unless sooner removed or replaced according to law.

SECTION 2: The City Clerk shall notify and provide the appointee information regarding the current provisions of the Florida Government-in-the-Sunshine and Code of Ethics for Public Officers and employees statute laws.

SECTION 3: Effective Date. This Resolution shall take effect immediately upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

STUART HOUSING AUTHORITY BOARD OF COMMISSIONERS

NAME	Current Term	Expiration	Future Terms	
Jennie Davis	4 years	2022-2026	2026-2030	
Deborah Langston	4 years	2023-2027	2027-2031	
Joseph Cooper (Barbara Dotson)	4 years	2023-2027	2027-2031	*New - Fulfilling Remainder of Term to 2027
Martha Mosley	4 years	2024-2028	2028-2032	
Lilly Williams	4 years	2024-2028	2028-2032	
Jeffrey Dougherty (Pearlie Clark)	4 years	2025-2029	2029-2033	*New - Fulfilling Remainder of Term to 2029

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

Meeting Date: 7/14/2025

Prepared by: Jodi Nentwick

Title of Item:

INTERLOCAL AGREEMENT FOR TEMPORARY BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (RC):

RESOLUTION No. 70-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY FOR THE TEMPORARY PROVISION OF BUILDING OFFICIAL, INSPECTION AND PLAN REVIEW SERVICES; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart Building Department desires to enter into an Interlocal Agreement with Martin County to provide certain Building Inspection-related services on an as-needed basis in the absence of the City's Building Official and/or other key staff, to review building permits and conduct construction inspections as requested by the City, for compliance with the Florida Building Code.

This Agreement shall become effective upon its approval by the Martin County Board of County Commissioners and the City of Stuart, the due execution thereof by the proper office of the County and the City, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Martin County, Florida.

The terms of this Agreement shall be from July 1, 2025, through June 30, 2026. The Agreement may be renewed for an additional 12 months each subsequent year if mutually agreed upon in writing by the parties.

As compensation for its services, the County will bill the City monthly in an amount equal to \$135/hour for the Building Official's logged time for that month, at a rate of \$125/hour for the Assistant Building Official's logged time for that month and at a rate of \$115/hour for an inspector's/plan reviewer's logged time for that month. Detailed reports and substantiating data shall be provided by the County to the City to support the invoice. The City agrees to pay all such bills within forty-five (45) days. Revised hourly rates and fees for other services may be negotiated and approved in writing by the County and City as-needed.

Funding Source:

FUNDING SOURCE FROM BUILDING DEPARTMENT (211)

Recommended Action:

Staff is requesting the City Commission to approve Resolution No. 70-2025.

ATTACHMENTS:

1. R70-2025 ILA with Martin County Building Inspection Services
2. Exhibit A - Interlocal Agreement with Martin County



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

RESOLUTION NUMBER 70-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, AUTHORIZING
AN INTERLOCAL AGREEMENT BETWEEN THE
CITY OF STUART AND MARTIN COUNTY FOR
THE TEMPORARY PROVISION OF BUILDING
OFFICIAL, INSPECTION AND PLAN REVIEW
SERVICES; PROVIDING FOR AN EFFECTIVE
DATE, AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart Building Department desires to enter into an Interlocal Agreement with Martin County to provide certain Building Inspection related services on an as-needed basis in the absence of the City's Building Official and/or other key staff, to review building permits and conduct construction inspections as requested by the City, for compliance with the Florida Building Code; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant Section 163.01, Florida Statutes; and

WHEREAS, the County has agreed to authorize its Building Official through its Building Department to provide such services as needed, to the extent that the provision of these services does not interfere in the opinion of the County's Building Official, with the efficient operation of its own Building Department; and

WHEREAS, the City will provide all other reviews and determinations, including but not limited to, compliance with City's ordinance, zoning code regulations and its comprehensive plan; and

WHEREAS, the City will be responsible for any disputes or appeals arising out of the issuance or denied of a building permit and/or passing or failure of a building inspection.

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

SECTION 1: The City Commission hereby authorizes the Mayor to execute the Interlocal Agreement, hereby attached as “Attachment A”, between the City and County for the temporary provision of Building Official, Inspection and Plan Review Services.

SECTION 2: This Resolution shall take effect on its adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

Resolution No. 70-2024; Interlocal Agreement; Temporary Building Inspections & Reviews
LEE J. BAGGETT, ESQ
CITY ATTORNEY

Exhibit "A"

INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY AND THE CITY OF STUART FOR THE TEMPORARY PROVISION OF BUILDING OFFICIAL, INSPECTION AND PLAN REVIEW SERVICES

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") is made by and between the Martin County Board of County Commissioners, a political subdivision of the State of Florida (the "County") and the City of Stuart, a Florida municipal corporation (the "City").

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the City desires to enter into an Interlocal Agreement with the County to provide certain Building Inspection related services on an as-needed basis in the absence of the City's Building Official and/or other key staff, to review building permits and conduct construction inspections as requested by the City, for compliance with the Florida Building Code; and

WHEREAS, the County has agreed to authorize its Building Official through its Building Department to provide such services as needed, to the extent that the provision of these services do not interfere in the opinion of the County's Building Official, with the efficient operation of its own Building Department; and

WHEREAS, the City will provide all other review and determinations, including but not limited to, compliance with City's ordinances, zoning code regulations and its comprehensive plan; and

WHEREAS, the City will be responsible for any disputes or appeals arising out of the issuance or denial of a building permit and/or the passing or failure of a building inspection.

NOW, THEREFORE, the County and the City agree that:

1. The above introductory clauses are hereby incorporated as specific terms of this Agreement.
2. This Agreement shall become effective upon its approval by the Martin County Board of County Commissioners and the City of Stuart, the due execution thereof by the proper office of the County and the City, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Martin County, Florida.
3. The term of this Agreement shall be from July 1, 2025 through June 30, 2026. The Agreement may be renewed for an additional 12 months each subsequent year if mutually agreed upon in writing by the parties.
4. In the event any dispute or appeal should arise concerning the denial or issuance of a building permit, the City agrees to handle such dispute or appeal and shall indemnify and defend the County should the County be named as a party to any such dispute or appeal.

5. As between the City and the County, to the extent allowed by Florida law, the City assumes responsibility for the negligence of City employees and the County assumes responsibility for the negligence of County employees. Nothing herein is intended to serve as a waiver of the sovereign immunity afforded by the City and the County by Florida law, the provisions of Section 768.28, Fla. Stat., or a consent to be sued by third parties.

6. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

7. The City shall be responsible for retention of all records in accordance with Chapter 119, Florida Statutes, *et. seq.*

8. As compensation for its services, the County will bill the City monthly in an amount equal to \$135/hour for the Building Official's logged time for that month, at a rate of \$125/hour for the Assistant Building Official's logged time for that month and at a rate of \$115/hour for an inspector's/plan reviewer's logged time for that month. Detailed reports and substantiating data shall be provided by the County to the City to support the invoice. The City agrees to pay all such bills within forty-five (45) days. Revised hourly rates and fees for other services may be negotiated and approved in writing by the County and City as-needed.

9. The City and County agree to be governed by applicable State and Federal laws, rules and regulations. The parties further agree that each shall be responsible for its own costs, including attorney fees, as a result of a dispute arising between the parties concerning this Agreement.

10. This Agreement shall be filed with the Martin County, Clerk of the Circuit Court, as required by Section 163.01(11), Fla. Stat.

11. All written notices required under this Agreement shall be sent first class, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered at the address set forth below, or to such other address as either party may from time to time specify to the other party in writing:

COUNTY:
Martin County Building Department
900 SE Ruhnke St.
Stuart, FL 34994
Attn: Jeffrey Dougherty

CITY:
City of Stuart
121 SW Flager Ave
Stuart, FL 34996
Attn: City Building Official and City Clerk

12. The City and County agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to any form of discrimination under, any activity carried out in the performance of the Agreement.

13. Each party warrants and represents that it is in compliance with Section 448.095, Fla. Stat., as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Fla. Stat., as may be amended, said party

shall terminate this Agreement with the violating party.

14. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

DULY EXECUTED BY MARTIN COUNTY THIS ____ DAY OF _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF
THE CIRCUIT COURT AND
COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

SARAH W. WOODS
COUNTY ATTORNEY

DULY EXECUTED BY THE CITY OF STUART THIS __ DAY OF _____, 2025.

ATTEST:

CITY OF STUART

MARY KINDEL
CITY CLERK

CAMPBELL RICH, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

LEE BAGGETT, CITY ATTORNEY

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

Meeting Date: 7/14/2025

Prepared by: Lee Baggett

Title of Item:

AUTHORIZATION TO SCHEDULE ATTORNEY-CLIENT SESSION (RC):

RESOLUTION No. 65-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY ATTORNEY TO SCHEDULE AN ATTORNEY-CLIENT SESSION WITH THE CITY COMMISSION, CITY MANAGER, CITY ATTORNEY, AND OUTSIDE LEGAL COUNSEL REGARDING PENDING LITIGATION MATTERS PURSUANT TO FLORIDA STATUTES § 286.011(8); PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Pursuant to Florida Statutes s. 286.011(8), the City Commission and the City Manager may meet in private (aka a "Shade Meeting") with the City's attorney(s) to discuss pending litigation to which the City is presently a party before a court, provided that the following conditions are met:

- (a) The City Attorney shall advise the City Commission at a public meeting that he desires advice concerning litigation.
- (b) The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.
- (c) The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court report's notes shall be fully transcribed and filed with the entity's clerk within a reasonable time after the meeting.
- (d) The entity shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the person chairing the meeting shall announce the termination of the session.
- (e) The transcript shall be made part of the public record upon conclusion of the litigation.

In conformance with Florida Statutes s. 286.011 (8), the City Attorney hereby requests an attorney-client session with the City Commission to discuss the following pending litigation:

1. Giant Oil, Inc. v. City of Stuart; Martin County Circuit Court, Case No. 2023CA000949

The Attorney-Client Session will be scheduled at a mutually convenient time for the City Commission, City Manager, City Attorney and outside counsel.

Funding Source:

N/A

Recommended Action:

Approval to have an Attorney-Client shade meeting and provide availability.

ATTACHMENTS:

1. R65-2025 Auth to have Atty-Client Shade Mtg



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

RESOLUTION NUMBER 65-2025

**A RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF STUART, FLORIDA
AUTHORIZING THE CITY ATTORNEY TO
SCHEDULE AN ATTORNEY-CLIENT
SESSION WITH THE CITY COMMISSION,
CITY MANAGER, CITY ATTORNEY, AND
OUTSIDE LEGAL COUNSEL REGARDING
PENDING LITIGATION MATTERS
PURSUANT TO FLORIDA STATUTES §
286.011(8); PROVIDING AN EFFECTIVE
DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, pursuant to Florida Statutes § 286.011(8), the City Commission and the City Manager may meet in private (aka a "Shade Meeting") with the City's Attorney(s) to discuss pending litigation to which the City is presently a party before a court, provided that the following conditions are met:

- (a) The City Attorney shall advise the City Commission at a public meeting that he desires advice concerning litigation.
- (b) The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.
- (c) The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court

report's notes shall be fully transcribed and filed with the entity's clerk within a reasonable time after the meeting.

- (d) The entity shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the person chairing the meeting shall announce the termination of the session.
- (e) The transcript shall be made part of the public record upon conclusion of the litigation.

WHEREAS, in conformance of Florida Statutes § 286.011 (8), the City Attorney is requesting an attorney-client session with the City Commission to discuss the following pending litigation:

Giant Oil, Inc. v. City of Stuart; Martin County Circuit Court, Case No. 2023CA000949.

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

SECTION 1: The above-stated recitals are true and correct and are incorporated herein by this reference.

SECTION 2: The City Commission adopts this Resolution and authorizes the City Attorney to coordinate and schedule an Attorney-Client meeting with the City Commission, City Manager, City Attorney, and outside counsel to discuss the above referenced pending case in litigation that is mutually convenient for all parties.

SECTION 3: This Resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

CAMPBELL RICH, MAYOR

YES	NO	ABSENT	ABSTAIN

Res No. 65-2025; Authorization to Schedule an Atty-Client Session

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

ADOPTED this ____ day of July, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

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

Meeting Date: 7/14/2025

Prepared by: Mary Kindel

Title of Item:

REQUESTING LETTER OF SUPPORT TO MARTIN COUNTY HUMAN SERVICES FOR JAG GRANT (RC):

RESOLUTION No. 66-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A LETTER OF SUPPORT TO MARTIN COUNTY HUMAN SERVICES FOR THE SUBMISSION OF AN APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR MENTAL HEALTH COURT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Named after Edward "Eddie" R. Byrne, an officer in the New York City Police Department, the Edward Byrne Memorial Justice Assistance Grant (JAG) program is the leading source of federal funding to state and local jurisdictions, supporting a range of criminal legal system improvement and community advancement programs. The JAG program provides funds to states, tribes, and local jurisdictions to enhance initiatives in their jurisdiction, as well as leverage additional dollars from other funding sources to support and maximize statewide efforts.

Martin County Human Services will be submitting a proposal for the Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$63,984.00 for Mental Health Court, which is funded by the U.S. Department of Justice and has requested a Letter of Support from the City of Stuart as required by the State of Florida Rule Chapter 11D-9, Florida Administrative Code to be submitted together with its application.

Funding Source:

N/A

Recommended Action:

Approve Resolution 66-2025.

ATTACHMENTS:

1. R66-2025 Ltr. of Support to MC Human Services JAG Application
2. R66-2025 City of Stuart - 51% Letter of Support Template - 5.27.25
3. R66-2025 - Letter of Support Request _ City of Stuart - JAG Grant
4. R66-2025 Ltr of Support JAG Application DRAFT



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

RESOLUTION NUMBER 66-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A LETTER OF SUPPORT TO MARTIN COUNTY HUMAN SERVICES FOR THE SUBMISSION OF AN APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR MENTAL HEALTH COURT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, named after Edward “Eddie” R. Byrne, an officer in the New York City Police Department, the Edward Byrne Memorial Justice Assistance Grant (JAG) program is the leading source of federal funding to state and local jurisdictions supporting a range of criminal legal system improvement and community advancement programs; and

WHEREAS, the JAG program provides funds to states, tribes, and local jurisdictions to enhance initiatives in their jurisdiction, as well as leveraging additional dollars from other funding sources to support and maximize statewide efforts; and

WHEREAS, Martin County Human Services will be submitting a proposal for the Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$63,984.00 for Mental Health Court, which is funded by the U.S. Department of Justice; and

WHEREAS, pursuant to the State of Florida Rule Chapter 11D-9, Florida Administrative Code, the county shall designate a county coordinator to serve as the primary point-of-contact for JAG-Countywide local application planning and coordination for at least 51% of the units of government which also represent at least 51% of the population located in said county; and

WHEREAS, additionally, units of government receiving JAG Countywide funds must reach a written consensus on the use of the funds and the written consensus shall be documented through submission of 51% letters which must: (1) represent at least 51% of the units of government in the county; (2) represent at least 51% of the population of the county; (3) be signed by the chief official for the unit of government; (4) identify each recipient, the amount, and the purpose for use of the funds; and (5) include the total amount of the county's JAG Countywide allocation; and

WHEREAS, the City Commission believes that it is in the best interest of the City to support Martin County Human Services' effort to improve the Mental Health Court in our county by applying for JAG funding.

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

SECTION 1: The City Commission of the City of Stuart, Florida authorizes the Mayor to sign on behalf of the City of Stuart, a letter of support to Martin County Human Services for its submission of an application for the Edward Byrne Memorial Justice Assistance Grant for Mental Health Court.

SECTION 2: Upon the Mayor's endorsement and execution by the City Clerk, the letter of support shall be transmitted to the Martin County Board of County Commissioners, Grants Supervisor of Human Services for its submission with its application package to the Florida Department of Law Enforcement.

SECTION 3: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote,

the vote was as follows:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

May 22, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, Florida 32302

RE: Justice Assistance Grant (JAG)

Dear Mr. Menacof:

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the Martin County Board of County Commissioners approves the distribution of \$63,984.00 of Federal Fiscal Year 2024 Edward Byrne Memorial JAG Program funds for the following project within Martin County:

Recipient	Project Purpose	Amount
Martin County Board of County Commissioners	Mental Health Court	\$63,984.00

Sincerely,

Campbell Rich
Mayor
City of Stuart

From: [Philip Ratchford](#)
To: [Mortell, Michael](#)
Subject: FW: Letter of Support Request _ City of Stuart - JAG Grant
Date: Monday, June 9, 2025 11:29:26 AM
Attachments: [image001.png](#)
[City of Stuart - 51% Letter of Support Template - 5.27.25.docx](#)
Importance: High

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External sender <pratchford@martin.fl.us>
Make sure you trust this sender before taking any actions.

Hello,

I wanted to follow up on my message below and ensure it was received. Can you please let me know if the City of Stuart will be able to provide a letter of support, as they have done in previous years, or if you do not think they will be able to this year?

Thank you!

Phil



Philip Ratchford

Grants Manager
Human Services
Martin County Board of County Commissioners
435 SE Flagler Avenue
Stuart, FL 34994
Office: 772-288-5901
Fax: 772-223-4829

"Unless someone like you cares a whole awful lot, nothing is going to get better. It's not." – Dr. Seuss

[Please take our short survey and let us know how we are doing!](#)

From: Philip Ratchford
Sent: Wednesday, May 28, 2025 4:12 PM
To: Mortell, Michael <mmortell@ci.stuart.fl.us>
Subject: Letter of Support Request _ City of Stuart - JAG Grant

Hello Mr. Mortell,

Martin County Human Services plans to submit a proposal for the Edward Byrne Memorial Justice Assistance Grant (JAG) program. This program is funded by the U.S. Department of Justice and funnels through the Florida Department of Law Enforcement.

As part of our application, we must include a letter from your municipality expressing approval for JAG funds to be issued to Martin County to support our proposed project. Attached you will find a template with the information that is required to be included in the letter.

If you could, please put the attached text on your municipality's letterhead, have Mayor Rich sign the letter, and then scan and forward a copy of the letter to me (pratchford@martin.fl.us) by June 18th.

After you have scanned a copy of the letter to me, the original can be mailed to our office (435 SE Flagler Avenue, Stuart, FL 34994). Please do not mail the letter to the Florida Department of Law Enforcement. They have requested that all letters be sent our office and submitted together with our application. If you are not able to mail it, please let me know and I can make arrangements to pick up the letter.

If you have any questions, please feel free to contact Michelle Miller at mmiller@martin.fl.us or 772-288-5735.

Thank you for your support!

Phil



Philip Ratchford

Grants Manager
Human Services
Martin County Board of County Commissioners
435 SE Flagler Avenue
Stuart, FL 34994
Office: 772-288-5901
Fax: 772-223-4829

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[Please take our short survey and let us know how we are doing!](#)



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City of Stuart

Stuart City Commission
121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5312

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

June 23, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, Florida 32302

RE: Justice Assistance Grant (JAG)

Dear Mr. Menacof:

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the Martin County Board of County Commissioners approves the distribution of \$63,984.00 of Federal Fiscal Year 2024 Edward Byrne Memorial JAG Program funds for the following project within Martin County:

Recipient	Project Purpose	Amount
Martin County Board of County Commissioners	Mental Health Court	\$63,984.00

Sincerely,

Campbell Rich
Mayor
City of Stuart

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

Meeting Date: 7/14/2025

Prepared by: Mary Kindel

Title of Item:

UPDATE REGARDING 121 SW FLAGLER AVENUE

Summary Explanation/Background Information on Agenda Request:

The Commission discussed the current status of the Wells Fargo Building at the June 23, 2025 Regular City Commission Meeting. Following the presentation and discussion that followed, the City Commission asked for a follow-up presentation regarding the current City Hall location. Staff will provide a brief presentation of the prior Resolutions and Ordinances adopted by the City Commission.

Funding Source:

N/A

Recommended Action:

No Action.

ATTACHMENTS: