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

CITY COMMISSION AGENDA

Regular Meeting - Monday, February 5, 2018 - 6:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. OPENING PRAYER - New Covenant Prayer Center, Bishop Fisher

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of minutes from the January 16, 2018 regular meeting.

6. **PROCLAMATIONS**

   a. Proclamation recognizing Charles and Hassie Russ.

7. **LETTERS TO COMMISSION**

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

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

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

10. **MISCELLANEOUS REPORTS**

    a. St Lucie County UF/IFAS & City of Fort Pierce Watershed and Lagoon Life Education Program Update.

b. First Quarter Financial Report

c. Indian Hills Golf Course update.

11. **CONSENT AGENDA**

a. Approve 3 year contract with St. Lucie County Tourism for the installation of Fort Pierce City Web Cams in an amount not to exceed $2,820.00.

b. Approve transfer of $358,000 to address the Golf Course funding shortage.

c. Approve award of the Canal Right-of-Way Mowing and Debris Removal Services (Bid) maintenance contract to the low bidder, Dunn's Tractor Services, LLC., Fort Pierce, FL, in an amount not to exceed $246,700.00.

d. Approval of additional amount $220,800.00, in accordance with the attached proposals from Beemats, LLC., New Smyrna Beach, FL, for the replacement of floating vegetative islands at the Indian Hills Recreation Area damaged by Hurricane Irma.

e. Request approval to piggyback Martin County's Contract for Marine Contracting Services, RFB #2017-2935, as awarded to Brothers' Construction, Inc. along with the subsequent approval of a $28,500 construction contract for the temporary repair of the Melody Lane seawall and sidewalk.

f. Approve contract with Lyle Sumek Associates, Inc. for consultation services for the update of the Leadership and Strategic Plan for an amount not to exceed $23,000 in professional fees.

g. Approve Gentile Corporation as the lowest responsive bidder to Bid #2018-006 for an amount not to exceed $25,710 for rehabilitation of 206 North 18th Court, funded through the State Housing Initiatives Partnership (SHIP) Program.

h. Approve to replace two (2) inoperable Apogee Control Panels by Siemens Industry, Inc., Fort Pierce, FL, at the Sunrise Theatre in an amount not to exceed $12,245.00.

i. Approval of Communitywide Council recommendations for three (3) Commercial Facade Grant awards.

j. Request to reduce code enforcement lien in the amount of $66,840.00 against 808 S 12th Street, Ft. Pierce, FL 34950 - Parcel ID # 2416-501-0038-000-6 - owned by Mario Douge', 808 S 12th Street, Ft. Pierce, FL 34950 to $300.00 payable in 60 days and to waive the $250.00 administration fee that may be imposed by the City Commission.

k. Approval of a one (1) year extension of a Conditional Use & Design Review Approval for the Mandel/Perkins Residence located at 324 S. Ocean Drive until February 6, 2019.

l. Approval of the purchase of twenty-eight (28) decorative street sign assemblies in an amount not to exceed $22,588.00 from Capital Streetscapes, Austin, TX, for the Lincoln Park Neighborhood Improvement Project.

12. **PUBLIC HEARINGS**

a. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owner, Raul Arenas and Applicant, Andrew Drucker to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) month, at 1218 S. 11th Street, Fort Pierce, FL. The property is zoned R-1, Single-Family Low Density Zone (Parcel ID 2415-703-0063-000-7). Please postpone to February 20, 2018.

b. Quasi-Judicial Hearing (Waived) - Review and approval of an application for Conditional Use with No New Construction, submitted by Property Owner, Colonnades IV LLC, Representative Charles Hayek, and Applicant Angel French to operate Sunrise City Spa located at 305 S. 7th Street, Fort Pierce, FL. The property is zoned Office Commercial Commercial (C-1), Parcel ID: 2410-705-0011-000-9.

c. Quasi-Judicial Hearing (Waived): Review and approval of an application for Site Plan, Design Review, and Conditional Use, submitted by Property Owner(s), Lawnwood Medical Center, Inc. and Representative, Adam Crunk, PE to complete an 11,150 SF addition to the existing Lawnwood Pavilion Facility, in order to provide for an additional twelve (12) beds within the psychiatric extension of the facility which is located at 1860 N Lawnwood Circle, Fort Pierce, FL. The property is zoned Office Commercial (C-1) Parcel IDs: 2416-504-0199-030-0 & 2416-504-0207-000-1

d. Legislative Hearing - Ordinance 18-001 Eliminating the Time of City Commission Meetings from the Code of Ordinances. SECOND READING

e. Legislative Hearing - Ordinance 18-002 Eliminating the Alternate Position on the Planning Board. SECOND READING

f. Legislative Hearing - Ordinance 18-003 Amending Chapter 18 to provide for the acceptance of letters of credit to secure site improvements. SECOND READING

g. Legislative Hearing - Ordinance No. 18-004: An Ordinance Amending the Effective Date of City Ordinance 16-018. FIRST READING

13. **CITY COMMISSION**

a. Submittal of applications for appointment or reappointment to the Board of Examiners of Contractors.

b. Submittal of applications for appointments or reappointments to the Construction Board of Adjustments and Appeals.

c. Resolution 18-R03 authorizing the execution of FDOT's Joint Participation Agreement (JPA) providing partial funding for the construction costs associated with the proposed intersection improvements within the intersection of Ohio Avenue and US Highway One (SR 5).

d. Resolution 18-R04 - Setting the time of City Commission Meetings; such resolution does not change the day or times of city commission meetings.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. City Manager's Report

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

City Commission Regular Meeting **5.a.**

Meeting Date: 02/05/2018

Re:

SUBJECT:

Approval of minutes from the January 16, 2018 regular meeting.

Attachments

01.16.2018 Minutes

Form Review

Form Started By: Linda Cox Started On: 01/30/2018 05:50 PM

Final Approval Date: 01/30/2018

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON TUESDAY, **JANUARY 16, 2018.**

1. CALL TO ORDER

2. OPENING PRAYER- Parkview Baptist Church, Pastor Doug Saunders

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Jeremiah Johnson; Commissioner Thomas Perona; Commissioner Reginald Sessions

Staff Present: City Attorney James Messer
City Clerk Linda Cox
City Manager Nicholas Mimms

5. APPROVAL OF MINUTES

a. Approval of minutes from the January 2, 2018 Regular Meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item 5 a.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

6. **PROCLAMATIONS**

a. Mayor Hudson presented the Henry Flagler Award received by the St. Lucie County's Tourism Office.

7. **LETTERS TO COMMISSION**

The following letters will be kept on file in the City Clerk's Office.

a. Letter from Catherine R. Fasano thanking Karen Mike, Executive Assistant, Grant Administration and Eric Winterstein, Facilities and Fleet Superintendent, FPUA, for their time and professional attitude toward the work completed at her home.

b. Letter from Chris Hewitt, Vice President, ALDI Royal Palm Beach Division thanking the City of Fort Pierce for its support of the store that is now open.

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

There were no public comments.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve the agenda with postponement of item 12 c to February 5, 2018.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

10. MISCELLANEOUS REPORTS

a. Boys and Girls Club Update of Activities in Percy Peek Gym - Will Armstead, CEO

William Armstead, Chief Executive Officer of the Boys & Girls Club of St. Lucie County mentioned their mission is to enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. At the beginning of the school year they had only 20 children and now they have 90 children. They have certified teachers helping.

The Chief Operating Officer, Melanie Wiles, said transportation was a big need so they are now providing bus transportation to and from the club. During Hurricane Irma, since the Percy Peek Gym was being used as a shelter, they utilized that time to build relationships by providing the families with meals, and resources at their time of need. They also participated in the Shop With A Cop event and a few Toy Drives during the holidays. They've had pop-up parties with the Sheriff's Department and the Fort Pierce Police Department and they are hosting quarterly parent nights as an informational piece for parents providing educational programs.

Mr. Armstead discussed working with other parties in order to provide better services for our parents in St. Lucie County. The Fort Pierce Housing Authority has been a tremendous help. The kids at the Boys & Girls Club of St. Lucie County have put in thousands of hours in volunteer work throughout the year and continue to do more.

Ms. Wiles went into detail as to the programs they are providing for teens and "tweens", listing some of these programs as being: Academic Success, Healthy Lifestyles, Good Character & Citizenship, as well as, other specialty programs. She also thanked the Mayor for attending Report Card Day saying this was a day the kids felt they could show off their hard work.

Mr. Armstead gave an overview of what can be expected in 2018 including providing dinner for the children and they'll be providing a Summer Food Program as well. This Summer Program will include things like Triple Play Basketball, Marine Biology Enhancements, Career Launch and Summer Brain Gain allowing the children to participate in library reading challenges.

In 2019 they are looking to open a 20,000 square foot facility that will provide a haven for over 800 kids daily. Lastly, the Saleshia Ellis' alumni testimonial was presented.

11. CONSENT AGENDA

a. Waive interest, penalties, and administrative fees in the amount of $1,002.57 associated with the Lot Clearing Lien against 1710 South Avenue, Ft. Pierce, FL. Property ID #2409-712-0137-000-6 owned by Innova Investment Group, LLC & Izaro Etxea, LLC, P. O. Box 310686, Miami, FL 33231 contingent upon payment of $541.50 payable in 60 days.

b. Approve contractual agreement for Lincoln Park and Fort Pierce Main Street Main Streets - community-based development organizations for grant awards totaling $50,000 each through previously approved 2017-2018 CDBG Action Plan.

c. Approve Change Order for SHIP Owner Occupied Home Rehab for 517 N 16th Street for $7,380.

d. Approval of Travel Expenses in the amount of $858.61 for Mayor Linda Hudson to attend the Florida League of Cities Legislative Action Days Conference.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve items 11 a – c. Commissioner Johnson pulled item 11 d for discussion.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

Regarding item 11 d, Commissioner Jeremiah Johnson requested the City Commission approve him going to the same conference.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve Commissioner Johnson's travel to the Florida League of Cities Legislative Action Days Conference, along with Mayor Hudson.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

12. PUBLIC HEARINGS

a. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with No New Construction, submitted by Property Owner(s), Galleria at Downtown Fort Pierce LLC. and Representative, Jennifer Zavila to operate a commercial parking lot located at 120 N Depot Drive, Fort Pierce, FL. The property is zoned Central Commercial (C-4), Parcel IDs: 2410-503-0077-000-9.

Before commencing this Quasi-Judicial Hearing, James Messer, City Attorney, reminded the Commission when acting as a Quasi-Judicial Body they apply the laws and policies established and are held to stricter procedural requirements, following basic standards established and are held to stricter procedural requirements, following basic standards of notice and due process based on substantial evidence. As such, they conduct these proceedings as judges instead of legislators.

Mr. Messer additionally confirmed that there are no party intervenors in this matter. That means that the only other individuals that may be heard are people who might have relevant information and their comments are limited to three (3) minutes each. Members of the public may be permitted to present their non-expert opinions, but the Commission must know that public sentiment is not relevant to the decision which must be based on competent, substantial evidence.

Mayor Hudson called the proceedings to order.

City Clerk, Linda Cox, confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications; Commissioner Johnson met with the owner; Commissioner Perona met with the owner and spoke with a property owner that may be involved; Commissioner Alexander spoke with one of the property owners that may be involved.

City Clerk, Linda Cox, asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Kori Benton, Senior Planner, made a presentation on the application filed by the property owner, Galleria at downtown Fort Pierce. The request sought to operate a commercial parking lot located at 120 N Depot Drive. The property is bordered by a city alleyway which has no existing access from Depot Drive. In order for the neighboring property owners to access the rear of their property, they must access their property through the applicant's private property. Use and maintenance of the city's dumpster is also accessed using the private property. Additional discussion included handicap accessibility and the need for a reconfiguration of the parking spaces in the event an easement for ingress-egress is not agreeable. Mr. Benton also discussed the opening of an access point to the alleyway.

Mayor Hudson opened the public hearing.

Gus Gutierrez, applicant, was invited forward to make a presentation and cross examine staff. Mr. Gutierrez confirmed for the record that he was sworn in. Mr. Gutierrez submitted photos into evidence showing trucks in the parking lot demonstrating it being used as a loading zone and illegal dumping around the dumpster in the alleyway. Mr. Gutierrez stated that this is private property and there are no deed restrictions on his property; he believes the dumpsters should be on Depot Drive. Mr. Gutierrez wants to provide pay parking with an attendant. Mr. Gutierrez does not want any burden or restrictions on his property and does not want to permit access through his property.

Christine Coke confirmed that she was sworn in; she and her sisters own the Raulerson building. She indicated that for 43 years, she has worked on Second Street. She also indicated that the dumpster has been in that location for over 43 years. She additionally claims that according to an attorney, there is a prescriptive easement which cannot be denied. The dumpster, a utilities transformer, public works drainage outlet, and tenants of Mr. Hatfield's building all utilize the access through the private parking lot. Ms. Coke confirmed the property between Sweet's and the Raulerson building is privately owned.

Adam Biegner confirmed he was sworn in; he is the chef and owner of S & S Takeout. They have been located at 148 Depot Drive for eight years. He also speaks for his landlord, Jim Hatfield and other businesses including Krazy Fish, and Sweet's. There is also a grease trap located behind their buildings that must be accessed by a large truck. Deliveries are by large

truck and the city may need to provide a loading zone if access is removed.

The Mayor invited the applicant back for any closing remarks; he declined.

The Mayor closed the Public Hearing.

Commissioner Perona inquired as to a prescriptive easement and if it is competent substantial evidence. Mr. Messer indicated that it is not; in this case, a prescriptive easement is factual determination by a court of law based upon evidence presented.

Commissioner Alexander inquired about what is necessary to open the alleyway to provide access to the dumpster. Mr. Mimms confirmed that the City will evaluate what will be the best option for the dumpster usage and access to the grease traps.

Mayor Hudson expressed that she was sympathetic for the complicated impacts and inconveniences to the other businesses; however, the applicant owns the property and it is not his problem, but rather the city's issue.

City Attorney Messer indicated that according to our rules for quasi-judicial procedures, a claim and testimony for a prescriptive easement should have brought before you by an expert so you would have the facts and evidence to consider. Based on the hearing, the Commission does not have the facts necessary to determine if a prescriptive easement exists.

Commissioner Alexander asked if the applicant was willing to work with the downtown people. Commissioner Perona indicated that he asked the applicant if he was willing to consider shared access and the applicant stated he was not.

Commissioner Sessions asked if the Mayor would reopen the hearing so they could ask the applicant a question. Seeing no objection, Mayor Hudson reopened the public hearing.

Mr. Gutierrez was invited forward and asked if he was willing to work with adjacent land owners to allow them to have access to the dumpster. Mr. Gutierrez does not want deed restrictions on his property.

Ms. Coke reappeared to state that the property between the Raulerson building and Sweets is private property; and that the access agreement was likely verbal.

Mayor Hudson closed the public hearing.

Commissioner Johnson discussed the issues surrounding having a dumpster on private property or accessing through private property. Liability to the city could be great and maintenance of the private property is also of concern.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 12a with staff conditions as follows:
1) Either an Ingress-Egress Easement is provided, or the applicant will need to re-develop his parking lot to meet minimum design standards as the parking aisle widths would not be sufficient for 90° parking, as noted by the City Engineer;
2) The applicant integrates an accessible route from the handicap parking spaces to an adjacent pedestrian way;
3) A trash receptacle and process for collection are integrated into the use plan; and
4) All city lighting codes are met.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

b. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owners, Kevin and Heather Deese to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) month, at 1011 Boston Avenue, Fort Pierce, FL. The property is zoned R-4, Medium Density Residential Zone (Parcel ID 2409-802-0016-000-8).

Ms. Linda Cox advised the applicant waived their right to a quasi-judicial hearing.

Vennis Gilmore, Planner, presented a site aerial of the property's 0.46 acres consisting of a primary ancillary structure, a two-story, single-family residence including three bedrooms, two bathrooms and an ancillary structure consisting of a guest house. This guest house has two one-bedroom units each having a bathroom and a kitchen.

This is currently a Medium Density Residential Zone (R-4) and they're looking to acquire a Medium Density Residential (RM) designation, intended for parcels that are best suited for multifamily residential uses ranging in density from 6.5 to 12 dwelling units per acre. Limited commercial uses intended to serve the residential uses shall be allowed.

Staff recommends that the City Commission approve the request with the following conditions:

1) The applicant identifies the maximum occupancy of the unit, insuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;
3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts;
4) The applicant may be required to obtain a Change of Use permit through the Building Department and receive Certificate of Completion, prior to filing for St. Lucie County & Fort Pierce Business Tax Licenses; and
5) Limit occupancy based on the number of bedrooms, and no more than 2 vehicles (one vehicle per unit).

Commissioner Alexander inquired about the stipulated parking conditions and about the guide booklets. While Commissioner Alexander felt it was the property owner's responsibility to let their patrons know what can and can't be done rather than our Code Enforcement department doing so via a booklet. Commissioner Perona stated because there are vacationers from out of our area that this would be a benefit and he feels it would save City staff time from having to correct matters that would otherwise go awry. Commissioner Sessions also agreed with Commissioner Alexander. Mr. Gilmore mentioned guide booklets were issued for other vacation rentals as well.

Mayor Hudson opened the Public Hearing.
Kevin Deese, the applicant, stepped forward to answer any questions the City Commission members might have.
Cathy Weslenko was in support of the applicant, as his neighbor. She said she was happy Mr. Deese purchased the historic property and of his intentions of attracting people to our City.
Kelvin Ned, the neighbor behind Mr. Deese's property, was also in support in the applicant and expressed he'd like to do something similar in the future.
Michael McLeod, also a neighbor, was in support of the applicant. He felt this sort of business allowed visitors to see there is more to Fort Pierce.
Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve item 12 b with staff conditions.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

c. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owner, Raul Arenas and Applicant, Andrew Drucker to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) month, at 1218 S. 11th Street, Fort Pierce, FL. The property is zoned R-1, Single-Family Low Density Zone (Parcel ID 2415-703-0063-000-7). **PLEASE POSTPONE TO FEBRUARY 5, 2018.**

This quasi-judicial hearing has been postponed to February 5, 2018.

d. Legislative Hearing - Ordinance 18-001 Eliminating the Time of City Commission Meetings from the Code of Ordinances. FIRST READING

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

ORDINANCE NO. 18-001 - AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE II, DIVISION 2, SECTIONS 2-27, ELIMINATING THE TIME OF CITY COMMISSION MEETINGS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. James Messer, City Attorney, drafted an ordinance amending the hours of the Commission Meetings allowing for flexibility of the times the Commission would like to be able to pick meeting times. Additionally, he mentioned the term "Regular Commission Meeting" could be amended to say "Commission Meeting". Commissioner Johnson asked if there was a specific reason to have the Commission Meetings on the first and third Monday of the month. Mr.

Messer mentioned this could be amended at the Commission's request to say "twice a month" versus the aforementioned Mondays. Mr. Messer clarified it'd be better to approve this as a resolution in the future rather than an ordinance in order to be able to change it at the Commission's request.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 12 d.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona
NAY: Commissioner Reginald Sessions
Passed

e. Legislative Hearing - Ordinance 18-002 Eliminating the Alternate Position on the Planning Board. FIRST READING

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

ORDINANCE NO. 18-002 - AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XII, SECTIONS 2-221, ELIMINATING THE ALTERNATE MEMBER OF THE PLANNING BOARD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve Item 12 e.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions
Passed

f. Legislative Hearing - Ordinance 18-003 Amending Chapter 18 to provide for the acceptance of letters of credit to secure site improvements. FIRST READING

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

ORDINANCE NO. 18-003 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 18, SECTIONS 18-12(a)(2)(b) and 18-13, PROVIDING FOR ACCEPTANCE OF A LETTER OF CREDIT TO SECURE ESTIMATED COSTS OF IMPROVEMENTS TO A SITE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Brandon Creagan, Planning Analyst, mentioned in an effort to be business friendly, staff is recommending a proposed change to Chapter 18-12(a) and (b) and Chapter 18-13 of the City of Fort Pierce Code of Ordinances to include the acceptance of a letter of credit to secure the estimated costs of improvements for developments. Currently only cash and/or surety bonds can be accepted. Staff recommends the City Commission approve Ordinance 18-003 for the proposed change to the City code. Mr. Creagan explained this was prompted as a result of an applicant from Inlet Palms coming in and wanting a letter of credit. It was also a past practice of the former City Attorney to accept letters of credit.

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

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve item 12 f.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions
Passed

13. CITY COMMISSION

a. Resolution 18-R02 initiating the ISBA Interlocal Agreement process with St. Lucie County.

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

RESOLUTION NO. 18-R02 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ACT, INITIATING THE PROCESS PROVIDED FOR THE PURPOSE OF ADDRESSING THE ISSUES MORE PARTICULARLY SET FORTH THEREIN; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

Rebecca Grohall, Planning Director, explained the ISBA process would allow the City of Fort Pierce and the County the opportunity to negotiate and agree upon the transition of services including roads, schools, parks, stormwater, street lighting, etc. It would serve as a catch-all mechanism and when or if approved would be transmitted to St. Lucie County for their consideration.

Commissioner Sessions was concerned about this not being a “smoke-screen” and encouraged this to be something that was enforced and insure the County was indeed onboard. Ms. Grohall assured the Commissioner that City staff had already met with the County at least two or three times and while a resolution is a policy guidance document, Florida Statue outlines this process step-by-step, mentioning in order to get to the ISBA agreement, the initiating resolution has to go through first. Once this is done, City staff will follow-up with St. Lucie County.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve item 13 a.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

14. COMMENTS FROM THE PUBLIC

Claude Facey
Charles Chester

15. COMMENTS FROM THE CITY MANAGER

Mr. Nicholas Mimms, City Manager, expressed he has a meeting scheduled with County representatives, as well as Pastor Hazel Hoylman and City staff to discuss the possibility of the location at 505 N. 7th Street potentially becoming a homeless resource center. Regarding the additional lighting for 25th Street/Martin Luther King Jr. Blvd., the City Engineer, Jack Andrews, evaluated this and found the need resided at the intersection of Avenue D and this will be addressed. Mr. Mimms added the Martin Luther King, Jr. Parade that took place on January 15, 2018 was a success and he thanked all the City Commission members for attending and participating.

Mr. James Messer, City Attorney, and the Planning Director, Rebecca Grohall were able to arrange a training session with attorney James White with Weiss, Serota, Helfman, Cole & Bierman, P.L. for members of the Planning Board. Mr. White is the firm's Municipal Planning and Land Use Group attorney focusing in the areas of land use and zoning, comprehensive planning, general municipal, administrative and constitutional law. In addition to his law degree, Mr. White has a master's degree in Urban and Regional Planning from the University of New Orleans. He is Board Certified by the Florida Bar in City, County and Local Government Law. Mr. Messer mentioned he and Ms. Grohall are trying to acquire the best people to educate our Planning Board so they can make the best possible suggestions to the City Commission. Mr. Messer also said they will be making every effort for another person from the aforementioned firm to speak at the next Conference Agenda.

On January 23, 2018 the Charter Review Commission will also meet to work on presenting some workable and realistic proposals for positive change to accommodate both the interests of the FPUA and the City.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander said he enjoyed the Martin Luther King, Jr. parade.

Commissioner Perona would like to have more information be provided on large change orders that are on the Consent Agenda and when it meets a certain threshold, it could possibly go on the agenda having its own item so that it can be discussed. He congratulated the Lion's Club for their 5k and Half Marathon event, as well as, our City staff who either participated in the runs or volunteered at a water station. Commissioner Perona mentioned he's gotten really positive feedback from people that have returned to Fort Pierce and have said they've seen the City take a positive turn and that has made him very proud. Additionally, he wanted to make sure we are aware as a City of what our obligations are for constituents so that we can accommodate historical businesses so they may continue to make this City great.

Commissioner Sessions mentioned sometimes as a people it's difficult to accept change. As we grow and become more inter-city as opposed to being suburban, we will need to accept changes so that our City can continue to grow and expand. However, it is his hope that, even though our business customs have changed, that our friendly atmosphere within our City does not change. Commissioner Sessions also enjoyed the Martin Luther King Jr. parade. He congratulated the Commemorative Committee for their efforts.

Commissioner Johnson also agreed with Commissioner Sessions and said he believes valet parking could be coming soon to our City. He reminded the public that we have a Job Fair on January 31, 2018. There will be over 100 vendors at the Fenn Center and other cities will be coming to the City of Fort Pierce to participate. He commended staff for their efforts in assisting with getting the Immunotek business up and running. Commissioner Johnson would like to revise the City Manager's $10,000 spending limit which is outdated. He would like to increase this number to further our City's interests.

Mayor Hudson mentioned there will be a presentation on letting Vero Beach out of the FMPA contract on March 6, 2018. Currently, they have voted on reducing the PCA to 0. Coffee with the Mayor is on Friday, January 19, 2018 and New Horizons will be the sponsor. The Farmer's Market celebrates its 21st birthday. The School District let us know our graduation rates have increased and the City of Fort Pierce is now the best in the Treasure Coast and 5th in the State of Florida.

17. ADJOURNMENT

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **6.a.**

Meeting Date: 02/05/2018

Re:

SUBJECT:

Proclamation recognizing Charles and Hassie Russ.

Attachments

Russ

Form Review

Form Started By: Linda Cox Started On: 02/01/2018 12:59 PM

Final Approval Date: 02/01/2018

WHEREAS, Charles and Hassie Russ, owners and operators of Granny's Kitchen and Banquet Hall at 901 Avenue D, began their enterprises with the gleam of a dream followed with a lot of hope and promise; and

WHEREAS, at one time, Mr. and Mrs. Russ owned most of the block of 9th Street to Dundas Court to Avenue D which included the following businesses: Russ Grocery #2, opening in 1965 on Avenue D, Russ Department Store, opening in 1968 , Snow White Laundromat, opening in 1968 and Russ's Game Room and Beauty Salon; and

WHEREAS, Mrs. Russ began as a waitress at Indian Hills Golf and Country Club where she learned hospitality and restaurant management; she always had a love of cooking and wanted to share her favorite Southern dishes with friends, neighbors and the business community with a dream of one day owning her own restaurant; and

WHEREAS, in 1975, Hassie Russ opened Granny's Kitchen, named after her mother, Helen Morris, who was a boardinghouse cook in Brunswick, Georgia. Most of the recipes served at Granny's Kitchen originated from her mother and her Aunt Hassie Elliott; and

WHEREAS, for four years, Ms. Russ operated the restaurant by herself before being joined by her husband Charles in 1979 after he closed the grocery store. Granny's Kitchen is a family affair with Charles cooking main meals, Hassie preparing desserts and management of the day-to-day operations, their daughter manages the kitchen with her father; one son provides technical support and operations management and their other daughter manages the organization's assets, infrastructure, licensing and certifications; and

WHEREAS, in 2008, the Russ's partnered with the City of Fort Pierce Redevelopment Agency to renovate and expand the facility to include a new 75-seat banquet hall; after an 18-month and $329,000 renovation inside and out, more than 100 people from around the community came to celebrate their grand re-opening; and

WHEREAS, Granny's Kitchen was featured in the *New York Times Magazine* on April 4, 2010; and

WHEREAS, the commitment to economic development efforts by the Russ's has provided an untold number of jobs, homes and the economic stability for numerous families in the community; and

WHEREAS, the commitment to economic development efforts by the Russ's has provided an untold number of jobs, homes and the economic stability for numerous families in the community; and

WHEREAS, Charles and Hassie Russ have been married for 60 years; they are graduates of Lincoln Park Academy and have four children and ten grandchildren.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby issue this proclamation in honor of:

Charles and Hassie Russ

in appreciation and recognition of 50 plus years of continuous business operations on the Avenue D corridor and their ongoing commitment to the City of Fort Pierce.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 5th day of February, 2018.

_____

MAYOR/COMMISSIONER

City Commission Regular Meeting **10.a.**

Meeting Date: 02/05/2018

Re: St Lucie County UF/IFAS & City of Fort Pierce Watershed and Lagoon Life Education Program Update

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

St Lucie County UF/IFAS & City of Fort Pierce Watershed and Lagoon Life Education Program Update.

SUMMARY:

Debbie McManus, St. Lucie County UF/IFAS Extension Service Staff, will give a brief update to the commission on how the Watershed and Lagoon Life Education Program educate Fort Pierce youth, their families and community members about the diversity and importance of the Indian River Lagoon and the effect of each person's footprint.

RECOMMENDATION:

N/A

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Engineering Department.

COORDINATED WITH:

St. Lucie County UF/IFAS Extension Service.

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

Project update. No fiscal impacts proposed.

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/29/2018 08:44 AM
Form Started By: Dina Hermoso		Started On: 01/19/2018 01:59 PM

Final Approval Date: 01/29/2018

City Commission Regular Meeting **10.b.**

Meeting Date: 02/05/2018

Re: First Quarter Financial Report

Submitted For: Johnna Morris, Finance Director, Finance Department

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SUBJECT:

First Quarter Financial Report

SUMMARY:

The Finance Director prepares and presents to the City Commission and Citizens a quarterly report on the financial status of the different funds of the City. The financial report for the period ending December 31, 2017, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code, and Urban Redevelopment Funds. The financial book shows comparative information for the first quarters of FY 2016 and 2017.

RECOMMENDATION:

The Finance Department welcomes any suggestions and/or changes to the format or contents.

ALTERNATIVES:

The report can be enhanced or changed completely.

RESPONSIBLE STAFF:

Director of Finance

COORDINATED WITH:

Finance Department and City Manager.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017

OTHER INFORMATION:

Report on FY 2017 budgeted Revenue and Expenditures.

Attachments

1st Qtr Finanacial Report FY 2018

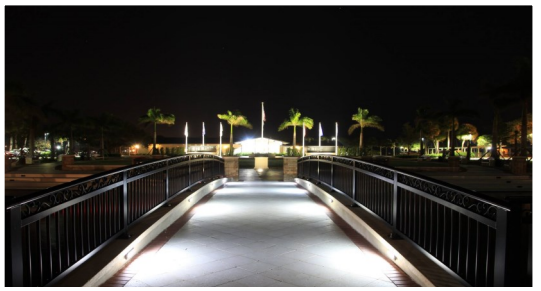
Form Review

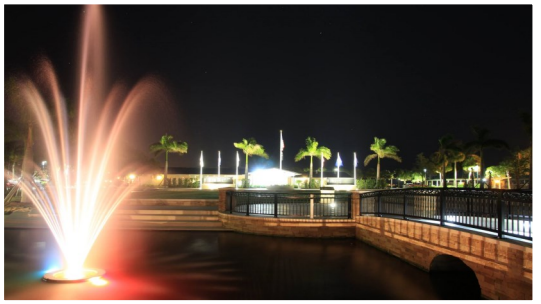
Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/24/2018 04:04 PM
City Manager	Nick Mimms	01/29/2018 08:44 AM
Form Started By: Queen Thompkins		Started On: 01/16/2018 04:49 PM
Final Approval Date: 01/29/2018		

THE SUNRISE CITY

FORT PIERCE

Florida





FY 2017/18

1ST QUARTER FINANCIAL REPORT

FOR QUARTER ENDING DECEMBER 31, 2017

CITY OF FORT PIERCE, FLORIDA
FUND EVALUATION REPORT
FOR THE QUARTER ENDING
December 31, 2017

Evaluation Criteria	General Fund	Marina Fund	Solid Waste	Golf Course	Sunrise Theatre	Building & Code
The revenue projections for the fund are on target.	Yes	Yes	Yes	No	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	No	Yes	Yes
Positive Net Operating Income	Yes	Yes	Yes	No	Yes	Yes
The fund cash balance is positive.	Yes	Yes	Yes	No	Yes	Yes
The fund current financial position is stable.	Yes	Yes	Yes	No	Yes	Yes

Evaluation Criteria	CRA Operating	103 CDBG	105 SHIP	106 HHR
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes
The fund cash balance is positive.	Yes	Yes	Yes	Yes
The fund current financial position is stable.	Yes	Yes	Yes	Yes

GENERAL FUND
Projected (Shortage) or Overage for Fiscal Year 2017/18

	1ST QUARTER
REVENUES:	
CURRENT AD VALOREM	0
DELIQUENT AD VALOREM	0
LOCAL OPTION GAS TAX	0
TELECOMMUNICATION TAX	0
UTILITY TAX	0
OCCUPATIONAL LICENSE & PERMITS	38,000
STATE SHARED REVENUES	0
CHARGES FOR SERVICES	0
ALARM PERMIT VIOLATIONS	15,000
INTEREST ON INVESTMENTS	0
MISCELLANEOUS CONTRACTUAL REVENUE	0
UTILITY AUTHORITY TRANSFER	0
INTER-FUND TRANSFER	0
FUND BALANCE	0
REVENUE TOTALS	53,000

GENERAL FUND
Projected (Shortage) or Overage for
Fiscal Year 2016/17 CONT'D

	1ST QUARTER
EXPENDITURES:	
SALARIES AND BENEFITS	0
EXPENDITURES	0
CAPITAL	0
GRANTS AND AIDS	0
FUNDS TRANSFER	0
EXPENDITURES TOTALS	0
PROJECTED REVENUE OVERAGE (SHORTAGE)	53,000

GENERAL FUND - REVENUE DETAIL

		2016/17 Budget	2016/17 Actual	Yr. Lapse 25%	2017/18 Budget	2017/18 Actual	Yr. Lapse 25%
Taxes							
311 10	Current Ad Valorem	$ 14,680,037	$ 10,909,310	74.31%	$ 15,604,410	$ 11,717,411	75.09%
311 15	Ad Valorem Adjustment Amount	(727,662)	0	0.00%	(773,881)	0	0.00%
311 20	Delinquent Ad Valorem	50,000	0	0.00%	40,000	4,696	11.74%
312 31	Local Option Gas Tax	1,100,000	300,124	27.28%	1,100,000	243,355	22.12%
312 32	New Local Option Gas Tax	825,000	212,356	25.74%	825,000	277,896	33.68%
314 10	Public Service Electricity	1,950,000	412,837	21.17%	1,950,000	394,345	20.22%
314 11	Electricity FPL	325,000	112,920	34.74%	350,000	119,018	34.01%
314 20	Telecommunications Tax	1,300,000	302,134	23.24%	1,300,000	346,977	26.69%
314 30	Public Service Water	425,000	90,623	21.32%	425,000	86,564	20.37%
314 30	Miscellaneous Taxes	0	90	0.00%	0	165	0.00%
	Total Taxes	$ 19,927,375	$ 12,340,393	61.93%	$ 20,820,530	$ 13,190,428	63.35%
Licenses and Permits							
321 20	Occupational Licenses	$ 275,000	$ 66,129	24.05%	$ 275,000	$ 303,887	110.50%
323 10	Planning & Zoning Fees	25,000	11,100	44.40%	25,000	10,661	42.65%
323 30	Amendments	10,000	3,960	39.60%	15,000	1,325	8.83%
323 60	Sign Fees	5,000	1,300	26.00%	5,000	845	16.90%
323 90	Miscellaneous	25,000	5,055	20.22%	25,000	18,385	73.54%
329 10	Animal Licenses	5,000	2,837	56.74%	8,000	2,580	32.25%
329 20	Lot Clearing Permits	2,000	130	6.52%	2,000	69	3.43%
329 30	Demolition Permits	3,000	0	0.00%	0	0	0.00%
329 92	Vendor Permit/Application Fees	5,000	200	4.00%	5,000	300	6.00%
329 93	Vendor Permit Fees	1,000	750	0.00%	1,000	900	90.00%
329 99	Other Licenses/Permits	500	50	0.00%	500	350	70.00%
	Total Licenses and Permits	$ 356,500	$ 91,511	25.67%	$ 361,500	$ 339,302	93.86%
Intergovernmental Revenues							
335 12	State Revenue Sharing	$ 1,200,000	$ 318,561	26.55%	$ 1,250,000	$ 340,714	27.26%
335 13	Half Cent Sales Tax	1,500,000	405,339	27.02%	1,550,000	434,602	28.04%
335 14	Mobile Home License	35,000	18,362	52.46%	35,000	9,850	28.14%
335 15	Beverage License	38,000	4,258	11.21%	38,000	4,090	10.76%
335 22	Casualty Premium Tax	250,000	0	0.00%	260,000	0	0.00%
335 41	Fuel Tax Refund	55,000	12,508	22.74%	55,000	14,911	27.11%
338 20	County Shared Occup. License	55,000	5,017	9.12%	50,000	6,304	12.61%
339 10	Payments in Lieu of Tax-Hsg Auth	21,000	41,687	198.51%	21,000	0	0.00%
	Total Intergovernmental Rev.	$ 3,154,000	$ 805,733	25.55%	$ 3,259,000	$ 810,472	24.87%

GENERAL FUND - REVENUE DETAIL

		2016/17 Budget	2016/17 Actual	Yr. Lapse 25%	2017/18 Budget	2017/18 Actual	Yr. Lapse 25%
Charges for Services							
341 30	Sale Maps and Publications	$ 500	$ 25	5.00%	$ 100	$ 0	0.00%
341 40	Certified Copying & Rec Search	20,000	4,498	22.49%	20,000	13,806	69.03%
341 41	Reproduction-City Hall	10,500	2,072	0.00%	10,500	1,756	16.73%
341 42	Application Fee	15,000	4,709	31.40%	15,000	5,253	35.02%
341 90	Investigative Surcharge	25,000	5,129	20.52%	25,000	6,576	26.31%
341 91	Jury Duty and Fees	100	0	0.00%	100	0	0.00%
341 92	Qualifying Fees	0	220	0.00%	1,500	0	0.00%
341 93	Data Processing Services	1,000	0	0.00%	500	0	0.00%
343 91	Lot Clearing-Admin. Charge	8,000	1,458	18.22%	8,000	1,422	17.77%
343 92	Rotation Towing-Admin. Charge	25,000	5,500	22.00%	25,000	5,150	20.60%
344 50	Parking Fines	0	30	0.00%	5,000	5,800	0.00%
344 51	Traffic Fines	0	0	0.00%	0	5,123	0.00%
347 40	Community Center/Bus. Social	45,000	15,097	33.55%	55,000	18,116	32.94%
347 42	Community Center Special Events	25,000	6,535	26.14%	30,000	8,815	29.38%
347 44	Community Center Rental Fees	25,000	4,372	17.49%	25,000	4,308	17.23%
347 48	Community Center Events	15,000	4,933	32.89%	17,500	4,944	28.25%
347 49	Community Center Other	5,000	1,780	35.61%	5,000	2,651	53.01%
347 92	Youth Activity Funds	1,000	1,250	0.00%	6,500	0	0.00%
	Total Charges for Services	$ 221,100	$ 57,609	26.06%	$ 249,700	$ 83,720	33.53%
Fines and Forfeitures							
351 10	Court Fines	$ 65,000	$ 9,099	14.00%	$ 65,000	$ 3,582	5.51%
351 30	Police Education	8,500	1,290	15.18%	8,500	1,364	16.05%
354 10	Alarm Permit Violations	2,000	0	0.00%	2,000	18,610	930.50%
354 20	License Penalties	10,000	4,556	45.56%	10,000	3,851	38.51%
354 30	Animal Control	4,000	1,650	41.26%	7,500	1,146	15.27%
354 50	Property Code Violations	100,000	28,394	28.39%	125,000	23,901	19.12%
	Total Fines & Forfeitures	$ 189,500	$ 44,991	23.74%	$ 218,000	$ 52,453	24.06%
Miscellaneous Revenues							
361 10	Interest on Investments	$ 50,000	$ 4,626	9.25%	$ 50,000	$ 12,403	24.81%
361 33	Other Interest Earnings	5,000	16,634	332.67%	15,000	10,237	68.25%
362 11	Anchor Carwash	1,440	0	0.00%	1,440	0	0.00%
362 13	Rent - Little Jim	24,000	6,060	25.25%	24,894	6,224	25.00%
362 13	Rent-Old City Hall	27,412	6,853	25.00%	27,412	6,853	25.00%
362 15	Misc. Rental	0	485	0.00%	1,000	763	0.00%

GENERAL FUND - REVENUE DETAIL

		2016/17 Budget	2016/17 Actual	Yr. Lapse 25%	2017/18 Budget	2017/18 Actual	Yr. Lapse 25%
Miscellaneous Revenues contd.							
363 10	Liens	10,000	7,528	75.28%	10,000	1,506	15.06%
363 30	Demolitions	2,000	0	0.00%	2,000	0	0.00%
363 40	Lot Clearing	5,000	1,171	23.43%	5,000	1,742	34.85%
363 50	Interest on Assessments	100	38	37.80%	100	0	0.00%
364 60	Emergency Repair Liens	500	0	0.00%	1,000	999	0.00%
364 41	Sales of Surplus Equipment	0	1,762	0.00%	0	0	0.00%
365 10	Sale of Scrap	0	0	0.00%	0	0	0.00%
366 90	Other Contributions/Donations	500	275,718	55143.60%	500	124,000	24800.00%
367 00	Gain/Loss on Sale of Investments	5,000	(2,096)	-41.91%	5,000	(40)	-0.80%
369 31	Reimbursement of Expenditures	125,000	20,425	16.34%	125,000	57,270	45.82%
369 32	Purchasing Card Rebate	50,000	55,570	111.14%	50,000	52,051	104.10%
369 34	Wellness Program	0	0	0.00%	1,500	0	0.00%
	Reimbursement Contractual Services						
369 41	Marina	0	0	0.00%	0	0	0.00%
369 43	Community Dev. Block Grant	0	150	0.00%	0	0	0.00%
369 45	Stormwater	860,000	43,229	5.03%	860,000	0	0.00%
369 46	Golf Course	33,000	8,250	25.00%	33,000	8,250	25.00%
369 47	Sunrise Theatre	33,000	8,250	25.00%	33,000	8,250	25.00%
369 49	Accidents	15,000	0	0.00%	2,500	0	0.00%
369 50	Other Misc Revenues	5,000	640	12.79%	5,000	1,119	22.39%
	Administrative Reimbursement						
369 51	Ft. Pierce Redevelopment Agcy	125,000	31,250	25.00%	125,000	31,250	25.00%
369 52	Marina	45,000	11,250	25.00%	45,000	11,250	25.00%
369 53	Solid Waste	80,000	20,000	25.00%	80,000	20,000	25.00%
369 54	Utilities Authority	0	0	0.00%	0	2,435	0.00%
369 55	Retirement & Benefit System	143,000	35,750	25.00%	150,000	37,500	25.00%
369 57	St. Lucie County	0	0	0.00%	0	0	0.00%
369 59	Police Department/Detail Work	30,500	0	0.00%	45,000	47,830	106.29%
369 61	Building Department	115,000	28,750	25.00%	115,000	28,750	25.00%
	Other Miscellaneous Reimbursements						
369 57	St. Lucie County	0	0	0.00%	30,000	0	0.00%
369 60	State of Florida	359,306	0	0.00%	380,000	0	0.00%
369 71	Keep Ft. Pierce Beautiful	0	0	0.00%	15,000	0	0.00%
369 85	Settlement of Claims	20,000	62,158	310.79%	25,000	19,595	78.38%
369 90	Other Misc. Revenues	29,000	3,366	11.61%	5,000	1,944	38.88%
	Total Miscellaneous Revenues	$ 2,198,758	$ 647,817	29.46%	$ 2,268,346	$ 492,181	21.70%

GENERAL FUND - REVENUE DETAIL

		2016/17 Budget	2016/17 Actual	Yr. Lapse 25%	2017/18 Budget	2017/18 Actual	Yr. Lapse 25%
Interfund Transfers							
381 23	Transfer from Special Revenue	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
381 91	FPRA Debt Services	2,614,221	0	0.00%	2,683,710	0	0.00%
381 92	Debt Service Fund	0	1,253,521	0.00%	0	0	0.00%
	Total Interfund Transfers	$ 2,614,221	$ 1,253,521	47.95%	$ 2,683,710	$ 0	0.00%
Contribution from Enterprise Funds							
382 10	Electricity	$ 4,024,362	$ 0	0.00%	$ 3,914,520	$ 0	0.00%
382 20	Water	930,600	0	0.00%	1,031,820	0	0.00%
382 30	Gas	251,100	0	0.00%	256,830	0	0.00%
382 40	Sewer	746,850	0	0.00%	756,360	0	0.00%
382 41	UA Other	348	0	0.00%	3,318	0	0.00%
382 42	UA Advance	0	0	0.00%	0	0	0.00%
382 50	Solid Waste Transfer	800,000	0	0.00%	800,000	215,000	26.88%
382 60	Marina Transfer	250,000	0	0.00%	250,000	62,500	25.00%
382 90	Golf Course Transfer	28,000	0	0.00%	28,000	0	0.00%
	Total Contribution from Enterprise F	$ 7,031,260	$ 0	0.00%	$ 7,040,848	$ 277,500	3.94%
Contribution from Special Revenue Fund							
383 00	Loan Proceeds	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
	Total Contribution from SR Funds	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
	Total Revenue	$ 35,692,714	$ 15,241,574	42.70%	$ 36,901,634	$ 15,246,056	41.32%
	Appropriated Fund Balance	710,407	0	0.00%	564,565	0	0.00%
	Restricted Revenue	(600,000)	0	0.00%	(600,000)	0	0.00%
	Unrestricted Fund Balance	0	0	0.00%	0	0	0.00%
TOTAL GENERAL FUND RESOURCES		**$ 35,803,121**	**$ 15,241,574**	**42.57%**	**$ 36,866,199**	**$ 15,246,056**	**41.36%**

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
City Commission							
10 00	Personnel Services	$ 203,103	$ 47,290	23.28%	$ 198,708	$ 53,465	26.91%
	Operating Expense	40,500	8,596	21.22%	40,500	10,337	25.52%
	Capital Outlay	0	644	0.00%	0	0	0.00%
		$ 243,603	$ 56,530	23.21%	$ 239,208	$ 63,802	26.67%
City Manager							
13 00	Personnel Services	$ 464,688	$ 122,027	26.26%	$ 496,509	$ 129,538	26.09%
	Operating Expense	70,594	13,549	19.19%	70,594	17,924	25.39%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 535,282	$ 135,577	25.33%	$ 567,103	$ 147,462	26.00%
City Attorney							
14 00	Personnel Services	$ 545,872	$ 137,128	0.00%	$ 574,998	$ 140,448	24.43%
	Operating Expense	150,700	14,064	9.33%	150,700	14,258	9.46%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 696,572	$ 151,193	21.71%	$ 725,698	$ 154,705	21.32%
City Clerk							
16 00	Personnel Services	$ 283,096	$ 74,527	26.33%	$ 297,811	$ 69,343	23.28%
	Operating Expense	33,115	6,343	19.15%	33,115	10,129	30.59%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 316,211	$ 80,870	25.57%	$ 330,926	$ 79,472	24.02%
Administrative Services							
22 00	Personnel Services	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
	Operating Expense	0	0	0.00%	0	0	0.00%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 0	$ 0	0.00%	$ 0	$ 0	0.00%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Human Resources							
22 00	Personnel Services	$ 374,747	$ 95,475	0.00%	$ 408,782	$ 107,080	26.19%
	Operating Expense	47,753	17,989	0.00%	83,253	20,844	25.04%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 422,500	$ 113,464	0.00%	$ 492,035	$ 127,924	26.00%
Finance							
24 00	Personnel Services	$ 730,928	$ 185,253	25.34%	$ 783,899	$ 205,548	26.22%
	Operating Expense	42,500	9,000	21.18%	49,800	7,343	14.74%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 773,428	$ 194,253	25.12%	$ 833,699	$ 212,891	25.54%
Information Technology							
25 00	Personnel Services	$ 549,800	$ 110,212	20.05%	$ 590,164	$ 156,879	26.58%
	Operating Expense	523,700	116,285	22.20%	533,150	109,560	20.55%
	Capital Outlay	0	1,515	0.00%	6,000	1,956	0.00%
		$ 1,073,500	$ 228,012	21.24%	$ 1,129,314	$ 268,395	23.77%
Purchasing							
26 00	Personnel Services	$ 276,475	$ 74,465	0.00%	$ 231,089	$ 55,541	24.03%
	Operating Expense	24,962	3,796	0.00%	27,362	2,173	7.94%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 301,437	$ 78,261	0.00%	$ 258,451	$ 57,715	22.33%
Planning							
29 01	Personnel Services	$ 422,756	$ 107,082	25.33%	$ 448,846	$ 116,758	26.01%
	Operating Expense	56,016	9,556	17.06%	56,400	4,727	8.38%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 478,772	$ 116,638	24.36%	$ 505,246	$ 121,485	24.04%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Community Response/Code Enforcement							
29 03	Personnel Services	$ 561,810	$ 139,314	24.80%	$ 611,576	$ 159,740	26.12%
	Operating Expense	332,885	169,703	50.98%	337,085	204,216	60.58%
	Capital Outlay	0		0.00%	0		0.00%
		$ 894,695	$ 309,017	34.54%	$ 948,661	$ 363,956	38.37%
Police							
Combined	Personnel Services	$ 11,642,606	$ 3,097,198	26.60%	$ 12,286,763	$ 3,412,788	27.78%
	Operating Expense	1,721,405	250,275	14.54%	1,721,405	385,235	22.38%
	Capital Outlay	0	23,160	0.00%	0	22,113	0.00%
		$ 13,364,011	$ 3,370,634	25.22%	$ 14,008,168	$ 3,820,136	27.27%
Public Works/Director							
40 02	Personnel Services	$ 58,351	$ 19,060	32.66%	$ 61,228	$ 16,402	26.79%
	Operating Expense	35,000	4,378	12.51%	35,000	3,343	9.55%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 93,351	$ 23,439	25.11%	$ 96,228	$ 19,745	20.52%
Public Works/Fleet Maintenance							
40 03	Personnel Services	$ 587,031	$ 138,636	23.62%	$ 556,049	$ 159,829	28.74%
	Operating Expense	33,950	10,914	32.15%	33,950	5,553	16.36%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 620,981	$ 149,549	24.08%	$ 589,999	$ 165,382	28.03%
Public Works/Facilities Maintenance							
40 04	Personnel Services	$ 613,824	$ 155,647	25.36%	$ 632,759	$ 165,077	26.09%
	Operating Expense	285,750	81,397	28.49%	315,750	120,207	38.07%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 899,574	$ 237,044	26.35%	$ 948,509	$ 285,284	30.08%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Public Works/Parks & Grounds							
40 05	Personnel Services	$ 1,249,853	$ 366,071	29.29%	$ 1,268,703	$ 348,699	27.48%
	Operating Expense	787,200	166,947	21.21%	757,200	149,988	19.81%
	Capital Outlay	0	0	0.00%	0	9,119	0.00%
		$ 2,037,053	$ 533,017	26.17%	$ 2,025,903	$ 507,805	25.07%
Public Works/Streets & Drainage							
4006	Personnel Services	$ 877,094	$ 277,790	31.67%	$ 992,099	$ 302,571	30.50%
	Operating Expense	811,450	181,827	22.41%	811,450	197,473	24.34%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 1,688,544	$ 459,617	27.22%	$ 1,803,549	$ 500,044	27.73%
Engineering							
44 00	Personnel Services	$ 725,980	$ 194,989	26.86%	$ 774,856	$ 202,575	26.14%
	Operating Expense	431,474	29,853	6.92%	448,891	12,098	2.70%
	Capital Outlay	0	479	0.00%	0	0	0.00%
		$ 1,157,454	$ 225,321	19.47%	$ 1,223,747	$ 214,673	17.54%
Riverwalk Center							
4504	Personnel Services	$ 119,572	$ 30,738	25.71%	$ 122,952	$ 32,870	26.73%
	Operating Expense	35,250	8,533	24.21%	48,250	8,494	17.60%
	Capital Outlay	0	0	0.00%	0	3,999	0.00%
		$ 154,822	$ 39,271	25.37%	$ 171,202	$ 45,362	26.50%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Administrative							
60 00	Personnel Services	$ 393,000	$ 24,578	6.25%	$ 423,684	$ 20,850	4.92%
	Operating Expense	4,034,144	3,055,608	75.74%	4,062,384	621,182	15.29%
	Capital Outlay	925,000	46,919	5.07%	525,000	441,559	84.11%
	Grants and Aid	240,000	139,005	57.92%	240,000	106,755	44.48%
	Non-Oper. Transfer	4,459,187	224,314	5.03%	4,737,484	267,415	5.64%
		$ 10,051,331	$ 3,490,425	34.73%	$ 9,988,553	$ 1,457,761	14.59%
All Departments							
	Personnel Services	$ 20,680,586	$ 5,397,481	26.10%	$ 21,761,475	$ 5,856,000	26.91%
	Operating Expense	9,498,348	4,158,614	43.78%	9,616,239	1,905,083	19.81%
	Capital Outlay	925,000	72,718	7.86%	531,000	478,746	90.16%
	Grants and Aid	240,000	139,005	57.92%	240,000	106,755	44.48%
	Non-Oper. Transfer	4,459,187	224,314	5.03%	4,737,484	267,415	5.64%
TOTAL GENERAL FUND EXPENDITURES		**$ 35,803,121**	**$ 9,992,131**	**27.91%**	**$ 36,886,199**	**$ 8,614,000**	**23.35%**

Fund Title: FPRA					Department: FPRA		
Fund/Division Number:					Division:		
		2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Taxes							
311 10	Ad Valorem Taxes	$ 5,020,612	$ 5,127,986	102.14%	$ 5,240,683	$ 5,522,654	105.38%
	Total Taxes	$ 5,020,612	$ 5,127,986	102.14%	$ 5,240,683	$ 5,522,654	105.38%
Licenses and Permits							
329 20	Lot Clearing	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
	Total Licenses and Permits	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Intergovernmental							
334 90	EPA Brownfield	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
347 54	Marina Dockage	0	4,015	0.00%	0	1,474	0.00%
384 90	Other State Grants	0	0	0.00%	0	0	0.00%
	Total Intergovernmental	$ 0	$ 4,015	0.00%	$ 0	$ 1,474	0.00%
Miscellaneous Revenue							
361 10	Interest on Investments	$ 500	$ 2,674	534.83%	$ 500	$ 652	130.37%
362 14	Leases	148,000	35,456	23.96%	170,000	41,279	24.28%
363 10	Liens	1,000	0	0.00%	1,000	0	0.00%
366 90	FPAT	0	0	0.00%	0	0	0.00%
369 31	Reimburse - Expenditures	9,000	6,290	69.89%	9,000	6,158	68.42%
369 40	Reimburse - Contract Svcs.	0	134	0.00%	0	0	0.00%
369 31	Other Misc. Revenues	2,000	0	0.00%	2,000	37	1.83%
388 10	Sale of Land	0	0	0.00%	0	0	0.00%
	Total Miscellaneous Revenues	$ 160,500	$ 44,554	27.76%	$ 182,500	$ 48,126	26.37%
Transfers							
381 01	Transfer from General Fund	$ 737,543	$ 0	0.00%	$ 550,967	$ 0	0.00%
	Total Transfers	$ 737,543	$ 0	0.00%	$ 550,967	$ 0	0.00%
	Total Revenues	**$ 5,918,655**	**$ 5,176,555**	87.46%	**$ 5,974,150**	**$ 5,572,254**	93.27%
Prior Year Carry-Overs Operating		0	0	0.00%	0	0	0.00%
	TOTAL RESOURCES	**$ 5,918,655**	**$ 5,176,555**	87.46%	**$ 5,974,150**	**$ 5,572,254**	93.27%

Fund Title: FPRA				Department: FPRA		
Fund/Division Number:				Division:		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Total Personnel Services	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Total Operating Expense	321,914	55,120	17.12%	313,000	117,316	37.48%
Total Capital Outlay	0	9,691	0.00%	0	25,282	0.00%
Total Grants - Programs & Projects	20,000	0	0.00%	20,000	14,350	71.75%
Total Transfers	5,576,741	0	0.00%	5,641,150	0	0.00%
TOTAL APPROPRIATIONS	**$ 5,918,655**	**$ 64,810**	1.10%	**$ 5,974,150**	**$ 156,948**	2.63%

Fund Title: Urban Redevelopment				Department: CDBG, SHIP, NSP		
Fund/Division Number:				Division:		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
CDBG REVENUE						
331 50 Disaster Relief	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
331 90 Entitlement Grant	484,925	35,137	7.25%	477,456	0	0.00%
331 92 Program Income	6,000	0	0.00%	5,000	0	0.00%
369 90 Miscellaneous Revenue	0	0	0.00%	0	0	0.00%
361 39 Other Interest Earnings	1,500	1,041	69.37%	1,000	2,499	249.91%
369 31 Reimb. of Expenditures	0	0	0.00%	3,918	0	0.00%
369 41 Contractual Svcs./CDBG	0	0	0.00%	0	0	0.00%
Carry Over Funding	374,036	0	0.00%	458,164	0	0.00%
TOTAL REVENUE	$ 866,461	$ 36,178	4.18%	$ 945,538	$ 2,499	0.26%
TRANSFERS						
369 41 Contractual Svc./CBDG	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
381 05 Transfer from FPRA	0		0.00%	0	14,350	0.00%
381 10 Transfer from General	0	0	0.00%	25,177	0	0.00%
TOTAL TRANSFERS	$ 0	$ 0	0.00%	$ 25,177	$ 14,350	0.00%
TOTAL CDBG REVENUE	**$ 866,461**	**$ 36,178**	**4.18%**	**$ 970,715**	**$ 16,849**	**1.74%**

Fund Title: Department of Urban Redevelopment Fund/Division Number:				CDBG, SHIP, NSP			
		2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
CDBG Department							
Administrative							
10 10	Personnel Services	$ 157,266	$ 38,553	24.51%	$ 164,767	$ 41,520	25.20%
34 90	Administrative-Contractual	0	394	0.00%	0	6,619	0.00%
49 60	Administrative Expenses	5,000	466	9.32%	91,374	0	0.00%
Rehabilitation Department							
83 10	Housing Rehabilitation	$ 20,000	$ 18,355	0.00%	$ 20,000	$ 3,711	0.00%
83 30	Senior Citizens Housing	0	0	0.00%	0	1,284	0.00%
83 40	Other Grants & Aids	5,000	12,773	0.00%	0	10	0.00%
83 45	Weatherization	20,000	0	0.00%	20,000	0	0.00%
83 82	Code Enforcement	0	150	0.00%	0	0	0.00%
Economic Development							
83 80	Lincoln Park Mainstreet	$ 50,000	$ 0	0.00%	$ 50,000	$ 12,500	25.00%
83 80	Fort Pierce Mainstreet	50,000	12,550	25.10%	50,000	12,500	25.00%
83 83	Micro -Bus/Economic Development	45,000	3,345	7.43%	60,000	34,257	57.10%
83 83	Lincoln Park/Orange Ave. Bus Dev	45,000	1,820	0.00%	70,000	1,960	2.80%
83 86	Local Art/Cultural Heritage	30,000	3,133	10.44%	30,000	7,853	26.18%
86 86	FPAT	0	4,098	0.00%	0		0.00%
83 87	Commercial Facades	50,000	0	0.00%	0		0.00%
Public Service							
83 97	Public Facility Improvements	$ 25,000	$ 0	0.00%	$ 20,000	$ 0	0.00%
83 97	Public Amenities	70,000	0	0.00%	0	2,606	0.00%
83 98	Youth and Children Projects	23,940	0	0.00%	70,000	1,174	1.68%
	Total CDBG	**$ 596,206**	**$ 95,637**	**16.04%**	**$ 646,141**	**$ 125,994**	**19.50%**
Prior Grants-Programs & Projects							
83 10	Housing Rehabilitation (Roll-over)	$ 1,840	$ 0	0.00%	$ 14,700	$ 0	0.00%
83 41	Commercial Facades (Roll-over)	4,218	0	0.00%	30,000	0	0.00%
83 30	Senior Citizen Housing/Security	37,500	0	0.00%	37,500	0	0.00%
83 82	Code Enforcement	0	0	0.00%	0	0	0.00%
83 83	Micro-Bus/Economic Development	69,601	0	0.00%	60,000	0	0.00%
83 85	Community Focal Point	0	0	0.00%	0	0	0.00%
83 86	Local Art/Cultural Heritage	23,950	0	0.00%	17,000	0	0.00%
83 98	Public Service	25,000	293	1.17%	45,000	0	0.00%
83 99	Weatherization	0	0	0.00%	0	0	0.00%
83 99	Infrastructure Improvements	0	0	0.00%	33,374	0	0.00%
83 99	Playground Equipment (Roll Over)	0	0	0.00%	12,000	0	0.00%
	Administrative Expenses	64,894	0	0.00%	75,000	0	0.00%
	Total Roll-Over Expenditures	**$ 227,003**	**$ 293**	**0.13%**	**$ 324,574**	**$ 0**	**0.00%**

Fund Title: Department of Urban Redevelopment Fund/Division Number:				CDBG, SHIP, NSP		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Capital						
63 10 Road & Bridge Improvements	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
63 20 Other Improvements	43,252	960	0.00%	0	0	0.00%
64 45 Other Equipment	0	0	0.00%	0	0	0.00%
99 99 Unencumbered	0	0	0.00%	0	0	0.00%
Total Capital	**$ 43,252**	**$ 960**	0.00%	**$ 0**	**$ 0**	0.00%
TOTAL CDBG APPROPRIATIONS	**$ 866,461**	**$ 96,889**	**11.18%**	**$ 970,715**	**$ 125,994**	**12.98%**
SHIP REVENUES						
344 90 SHIP	$ 267,860	$ 116,226	0.00%	$ 260,000	$ 0	0.00%
334 50 Program Income	40,000	50	0.00%	40,000	0	0.00%
361 10 Interest on Investments	500	297	0.00%	500	882	176.36%
369 90 Other Misc. Revenues	0	0	0.00%	0	0	0.00%
381 90 Program Income HHR	0	0	0.00%	0	0	0.00%
Carry Over Funding	854,760	0	0.00%	430,974	0	0.00%
Total SHIP Revenue	**$ 1,163,120**	**$ 116,573**	**10.02%**	**$ 731,474**	**$ 882**	**0.12%**
SHIP EXPENDITURES						
Total Operating Expenses	$ 91,786	$ 113	0.12%	$ 25,000	$ 681	2.73%
Total Grants-Programs &Projects	1,071,334	19,709	1.84%	706,474	42,856	6.07%
TOTAL SHIP APPROPRIATIONS	**$ 1,163,120**	**$ 19,822**	**1.70%**	**$ 731,474**	**$ 43,537**	**5.95%**

Fund Title: Urban Redevelopment				Department: Grant Administration		
Fund/Division Number:				Division:		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Intergovernmental						
334 50 Program Income	$ 0	$ 5,061	0.00%	$ 0	$ 4,431	0.00%
Total Intergovernmental	$ 0	$ 5,061	0.00%	$ 0	$ 4,431	0.00%
Miscellaneous Revenue						
361 10 Interest on Investments	$ 250	$ 777	310.97%	$ 250	$ 2,056	822.21%
361 38 HHRP Loan	20,000	181	0.90%	20,000	295	1.47%
362 30 Miscellaneous	0	0	0.00%	0	0	0.00%
369 33 Escrow Reimbursement	0	0	0.00%	0	0	0.00%
369 40 Contractual Svcs. /Allegany(AFM)	0	0	0.00%	62,250	0	0.00%
369 90 Other Misc. Revenues	0	0	0.00%	0	0	0.00%
Carry Forward Funding	160,000	0	0.00%	160,000	0	0.00%
Total Miscellaneous Revenues	$ 180,250	$ 958	0.53%	$ 242,500	$ 2,350	0.97%
Interfund Transfer						
381 10 General Fund	$ 0	$ 0	0.00%	$ 27,000	$ 0	0.00%
Total Interfund Transfers	$ 0	$ 0	0.00%	$ 27,000	$ 0	0.00%
Total Revenues	**$ 180,250**	**$ 6,019**	3.34%	**$ 269,500**	**$ 6,781**	2.52%
TOTAL RESOURCES	**$ 180,250**	**$ 6,019**	3.34%	**$ 269,500**	**$ 6,781**	2.52%

Fund Urban Redevlopment Fund/Division Number:				Department: Grant Administration Division:		
	2016/17 Adopted	2016/17 Adopted	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Total Personnel Services	$ 0	$ 0	0.00%	$ 88,466	$ 21,250	0.00%
Total Operating Expense	180,250	1,785	0.99%	181,034	928	0.51%
Total Capital Outlay	0	0	0.00%	0	0	0.00%
Total Grants - Private Orgs.	0	0	0.00%	0	0	0.00%
Total Grants - Programs & Projects	0	0	0.00%	0	0	0.00%
Total Transfers	0	0	0.00%	0	0	0.00%
TOTAL APPROPRIATIONS	**$ 180,250**	**$ 1,785**	0.99%	**$ 269,500**	**$ 22,178**	8.23%

CITY OF FORT PIERCE

MARINA FUND (401)

OPERATING STATEMENT

DECEMBER 31, 2017

1st QUARTER-DECEMBER '16 to 1st QUARTER-DECEMBER '17 COMPARISON

	1ST QUARTER 12/31/2016	1ST QUARTER 12/31/2017
OPERATING INCOME		
CHARGES FOR SERVICES	$ 419,528	$ 445,661
MISCELLANEOUS	670,104	394,652
GRANTS	0	0
TOTAL OPERATING INCOME	$ 1,089,632	$ 840,313
OPERATING EXPENSES		
PERSONAL SERVICES	$ 104,092	$ 97,773
ADMINISTRATIVE CHARGES	26,673	28,937
CONTRACTUAL FEES	149,616	35,253
UTILITIES	18,670	33,738
COST OF GOODS SOLD	241,876	240,600
DEPRECIATION	229,655	279,633
OTHER OPERATING EXPENSES	223,709	94,169
TOTAL OPERATING EXPENSES	$ 994,292	$ 810,102
NET OPERATING INCOME (LOSS)	$ 95,340	$ 30,211
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 548	$ 1,732
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
	$ 548	$ 1,732
NON-OPERATING EXPENSES		
DEBT SERVICE	$ 0	$ 0
OTHER NON-OPERATING EXPENSES	7,112	8,349
TRANSFER-OUT	0	62,500
TOTAL NON-OPERATING EXPENSES	$ 7,112	$ 70,849
NET NON-OPERATING INCOME (LOSS)	($6,564)	($69,117)
NET INCOME (LOSS)	$ 88,776	($38,906)

Fund Title: Marina				Department: Marina		
Fund/Division Number:				Division:		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Grants						
331 50 Disaster Relief/Federal	$0	$ 0	0.00%	$0	$ 0	0.00%
334 39 Physical Environmental Grant	470,000	0	0.00%	773,850	0	0.00%
334 50 Disaster Relief	0	0	0.00%	0	0	0.00%
Total Grants	$ 470,000	$ 0	0.00%	$ 773,850	$ 0	0.00%
Charges for Services						
347 54 Dockage	$ 800,000	$ 266,932	33.37%	$ 830,652	$ 326,456	39.30%
347 55 Transient Dockage	664,348	152,596	22.97%	664,348	119,205	17.94%
Total Charges for Services	$ 1,464,348	$ 419,528	28.65%	$ 1,495,000	$ 445,661	29.81%
Miscellaneous Revenue						
361 10 Interest Earnings	$ 5,000	$ 442	8.83%	$ 5,000	$ 1,732	34.64%
361 33 Other Interest Earnings	0	107	0.00%	0	0	0.00%
362 14 Leases	34,000	2,334	6.86%	34,000	2,509	7.38%
362 15 Tiki Lease	180,000	31,370	17.43%	210,000	35,540	16.92%
369 31 Reimbursement of Expenditures	0	50	0.00%	0	0	0.00%
369 70 Events	10,000	0	0.00%	10,000	0	0.00%
369 90 Other Misc. Revenues	10,000	277,422	2774.22%	10,000	580	5.80%
369 91 Gas and Oil Sales	850,000	260,685	30.67%	880,000	255,744	29.06%
369 92 Electric Utility Sales	125,000	34,001	27.20%	135,000	34,800	25.78%
369 93 Utility Fees	22,000	4,903	22.29%	22,000	6,150	27.96%
369 94 Soda, Candy & Ice Sales	150,000	44,447	29.63%	185,000	37,586	20.32%
369 96 Late Payment Charges	2,000	360	18.00%	2,000	920	46.00%
369 97 Live Aboards	35,000	12,925	36.93%	43,000	17,703	41.17%
369 98 Other Miscellaneous Revenues	3,800	1,606	42.26%	11,000	3,119	28.36%
Total Miscellaneous Revenue	$ 1,426,800	$ 670,652	47.00%	$ 1,547,000	$ 396,384	25.62%
Total Revenue	$ 3,361,148	$ 1,090,180	32.43%	$ 3,815,850	$ 842,045	22.07%
Appropriated Retained Earnings	376,154	0	0.00%	317,790	0	0.00%
TOTAL RESOURCES	**$ 3,737,302**	**$ 1,090,180**	29.17%	**$ 4,133,640**	**$ 842,045**	20.37%

Fund Title: Marina				Department: Marina		
Fund/Division Number:				Division:		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Total Personnel Services	$ 399,440	$ 104,092	26.06%	$ 510,094	$ 97,773	19.17%
Total Operating Expense	2,902,537	887,200	30.57%	3,183,437	712,329	22.38%
Total Capital Outlay	498,000	1,333	0.27%	702,675	71,729	10.21%
Total Debt Service	451,115	0	0.00%	451,123	0	0.00%
Total Non-Operating Expenses	404,830	7,112	1.76%	404,831	70,849	17.50%
TOTAL APPROPRIATIONS	**$ 4,655,922**	**$ 999,737**	21.47%	**$ 5,252,160**	**$ 952,681**	18.14%

CITY OF FORT PIERCE

SOLID WASTE FUND (402)

OPERATING STATEMENT

December 31, 2017

1st QUARTER-DECEMBER '16 to 1st QUARTER-DECEMBER '17 COMPARISON

	1ST QUARTER 12/31/2016	1ST QUARTER 12/31/2017
OPERATING INCOME		
CHARGES FOR SERVICES	$ 1,645,072	$ 1,906,140
MISCELLANEOUS	39,152	4,800
GRANTS	0	0
TOTAL OPERATING INCOME	$ 1,684,224	$ 1,910,940
OPERATING EXPENSES		
PERSONAL SERVICES	$ 568,969	$ 558,627
ADMINISTRATIVE CHARGES	20,000	20,000
LANDFILL CHARGES	602,095	329,183
DEPRECIATION	73,416	71,855
OTHER OPERATING EXPENSES	451,491	492,378
TOTAL OPERATING EXPENSES	$ 1,715,971	$ 1,472,043
NET OPERATING INCOME (LOSS)	($31,748)	$ 438,897
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 314	$ 674
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
TOTAL NON-OPERATING REVENUES	$ 314	$ 674
NON-OPERATING EXPENSES		
OTHER NON-OPERATING EXPENSES	$ 0	$ 0
TRANSFER-OUT	0	215,000
TOTAL NON-OPERATING EXPENSES	$ 0	$ 215,000
NET NON-OPERATING INCOME (LOSS)	$ 314	($214,326)
NET INCOME (LOSS)	($31,434)	$ 224,570

Fund Title: Solid Waste Fund				Department: Solid Waste		
Fund/Division Number: 402-0000				Division:		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Charges for Services						
343 40 Residential Service	$ 2,600,000	$ 680,486	26.17%	$ 2,600,000	$ 786,916	30.27%
343 41 Commercial Service	3,200,000	853,306	26.67%	3,200,000	988,273	30.88%
343 43 Commercial Trash	100,000	25,323	25.32%	100,000	25,323	25.32%
343 44 Recycling	300,000	81,967	27.32%	300,000	95,244	31.75%
343 45 Other Income	1,000	0	0.00%	1,000	0	0.00%
343 46 Recycling Program	18,000	3,990	22.17%	18,000	10,384	57.69%
Total Charges for Services	$ 6,219,000	$ 1,645,072	26.45%	$ 6,219,000	$ 1,906,140	30.65%
Miscellaneous Revenue						
361 10 Interest on Investments	$ 4,000	$ 314	7.85%	$ 4,000	$ 674	16.85%
361 20 Sale of Surplus	0	0	0.00%	0	0	0.00%
364 41 Other Contirbutions/Donations	0	0	0.00%	0	4,800	0.00%
369 90 Miscellaneous Revenues	0	39,152	0.00%	0	0	0.00%
Total Miscellaneous Revenue	$ 4,000	$ 39,466	986.65%	$ 4,000	$ 5,474	136.84%
Total Revenues	$ 6,223,000	$ 1,684,537	27.07%	$ 6,223,000	$ 1,911,614	30.72%
Appropriated Retained Earnings	367,431	0	0.00%	563,166	0	0.00%
TOTAL RESOURCES	**$ 6,590,431**	**$ 1,684,537**	25.56%	**$ 6,786,166**	**$ 1,911,614**	28.17%

Fund Title:	Solid Waste Fund	Department:	Solid Waste
Fund/Division Number:	402-4200-534	Division:	

	2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Total Personnel Services	$ 2,040,266	$ 568,969	27.89%	$ 2,153,142	$ 558,627	25.94%
Total Operating Expense	3,585,165	1,147,002	31.99%	3,574,783	913,416	25.55%
Total Capital Outlay	450,000	0	0.00%	152,000	93,410	61.45%
Total Non-Operating Expense	800,000	0	0.00%	1,193,659	215,000	18.01%
TOTAL APPROPRIATIONS	**$ 6,875,431**	**$ 1,715,971**	24.96%	**$ 7,073,584**	**$ 1,780,454**	25.17%

CITY OF FORT PIERCE

GOLF COURSE (405)

OPERATING STATEMENT

DECEMBER 31, 2017

1st QUARTER-DECEMBER '16 to 1st QUARTER-DECEMBER '17 COMPARISON

	1ST QUARTER 12/31/2016	1ST QUARTER 12/31/2017
OPERATING INCOME		
CHARGES FOR SERVICES	$ 201,155	$ 221,923
MISCELLANEOUS	18,390	29,334
GRANTS	0	0
TOTAL OPERATING INCOME	$ 219,545	$ 251,257
OPERATING EXPENSES		
PERSONAL SERVICES	$ 153,325	$ 114,202
ADMINISTRATIVE CHARGES	12,677	12,742
CONTRACTUAL FEES	32,363	165,234
UTILITIES	10,896	12,959
COST OF GOODS SOLD	17,561	25,370
DEPRECIATION	33,917	34,035
OTHER OPERATING EXPENSES	134,729	134,644
TOTAL OPERATING EXPENSES	$ 395,468	$ 499,187
NET OPERATING INCOME (LOSS)	($175,922)	($247,930)
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 0	$ 0
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
TOTAL NON-OPERATING REVENUES	$ 0	$ 0
NON-OPERATING EXPENSES		
OTHER NON-OPERATING EXPENSES	$ 0	$ 0
TRANSFER-OUT	0	0
TOTAL NON-OPERATING EXPENSES	$ 0	$ 0
NET NON-OPERATING INCOME (LOSS)	$ 0	$ 0
NET INCOME (LOSS)	($175,922)	($247,930)

Fund Title:	Golf Course Fund	Department:	Golf Course
Fund/Division Number:	405 0000	Division:	

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Charges for Services							
347 20	Membership Dues	$ 2,500	$ 2,510	100.40%	$ 2,500	$ 13,665	546.60%
347 22	Other Memberships	30,000	11,131	37.10%	28,000	296	1.06%
347 24	Golf Fees	1,192,000	184,277	15.46%	1,117,438	205,050	18.35%
347 25	Driving Range	35,000	3,237	9.25%	30,000	2,913	9.71%
	Total Charges for Services	$ 1,259,500	$ 201,155	15.97%	$ 1,177,938	$ 221,923	18.84%
Miscellaneous Revenue							
361 10	Interest Earnings	$ 250	$ 0	0.00%	$ 250	$ 0	0.00%
369 25	Pro Shop Merchandise	42,000	6,192	14.74%	40,000	10,605	26.51%
369 31	Reimb. Of Expeditures	0	0	0.00%	0	499	0.00%
369 80	Food	24,000	2,850	11.88%	24,000	3,886	16.19%
369 89	Packaged Sales	36,500	5,183	14.20%	36,500	9,134	25.02%
369 90	Misc Revenues	5,000	1,319	26.38%	5,000	404	8.09%
369 94	Snacks & Beverages	20,000	2,845	14.22%	20,000	4,807	24.03%
369 98	Other Misc Revenues	0	0	0.00%	0	0	0.00%
	Total Miscellaneous Revenue	$ 127,750	$ 18,390	14.40%	$ 125,750	$ 29,334	23.33%
Transfers							
381 01	Transfer from General Fund	$ 0	$0	0.00%	$ 0	$0	0.00%
382 50	Transfer from Solid Waste	0	0	0.00%	0	0	0.00%
	Total Transfers	$0	$0	0.00%	$0	$0	0.00%
	Total Revenues	$ 1,387,250	$ 219,545	15.83%	$ 1,303,688	$ 251,257	19.27%
	Appropriated Retained Earnings	0	0	0.00%	(35,000)	0	0.00%
	TOTAL RESOURCES	**$ 1,387,250**	**$ 219,545**	15.83%	**$ 1,268,688**	**$ 251,257**	19.80%

Fund Title:	Golf Course Fund	Department:	Golf Course
Fund/Division Number:	405-4500-572	Division:	

	2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Total Personnel Services	$ 599,455	$ 153,325	25.58%	$ 162,568	$ 114,202	70.25%
Total Operating Expense	883,883	242,143	27.40%	1,202,208	384,985	32.02%
Total Capital Outlay	6,000	0	0.00%	6,000	0	0.00%
Total Non-Operating Expense	32,641	0	0.00%	32,641	0	0.00%
TOTAL APPROPRIATIONS	**$ 1,521,979**	**$ 395,468**	25.98%	**$ 1,403,417**	**$ 499,187**	35.57%

CITY OF FORT PIERCE

SUNRISE THEATRE (406)

OPERATING STATEMENT

DECEMBER 31, 2017

1st QUARTER-DECEMBER '16 to 1st QUARTER-DECEMBER '17 COMPARISON

	1ST QUARTER 12/31/2016	1ST QUARTER 12/31/2017
OPERATING INCOME		
CHARGES FOR SERVICES	$ 1,391,384	$ 1,176,533
MISCELLANEOUS	168,169	45,315
GRANTS	0	0
TOTAL OPERATING INCOME	$ 1,559,553	$ 1,221,848
OPERATING EXPENSES		
PERSONAL SERVICES	$ 134,399	$ 157,153
ADMINISTRATIVE CHARGES	29,466	30,423
CONTRACTUAL FEES	95,907	66,587
UTILITIES	27,668	36,486
COST OF EVENTS	331,936	189,553
ADVERTISING	108,572	82,691
DEPRECIATION	133,927	133,927
OTHER OPERATING EXPENSES	135,514	173,789
TOTAL OPERATING EXPENSES	$ 997,389	$ 870,609
NET OPERATING INCOME (LOSS)	$ 562,164	$ 351,239
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 377	$ 97
TRANSFER FROM OTHER FUNDS	0	5,726
TOTAL NON-OPERATING REVENUES	$ 377	$ 5,823
NON-OPERATING EXPENSES		
DEBT SERVICE	$ 0	$ 0
OTHER NON-OPERATING EXPENSES	0	0
TRANSFER-OUT	82,626	0
TOTAL NON-OPERATING EXPENSES	$ 82,626	$ 0
NET NON-OPERATING INCOME (LOSS)	($82,249)	$ 5,823
NET INCOME (LOSS)	$ 479,915	$ 357,062

Fund Title:	Sunrise Theatre Fund	Department:	Sunrise Theatre
Fund/Division Number:	406 0000	Division:	

	2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Charges for Services						
347 56 10 Ticket Sales	$ 3,100,000	$ 1,073,169	34.62%	$ 2,500,000	$ 1,020,333	40.81%
347 56 11 Ticket Sales - Rentals	200,000	253,561	126.78%	250,000	78,004	31.20%
347 56 15 Ticket Handling Fees	120,000	39,704	33.09%	120,000	43,585	36.32%
347 56 50 Sponsorship Fees	20,000	10,000	50.00%	15,000	10,000	66.67%
347 56 80 Memberships	185,000	8,290	4.48%	185,000	12,750	6.89%
347 56 90 Donations & Pledges	15,000	6,661	44.40%	15,000	11,862	79.08%
Total Charges for Services	$ 3,640,000	$ 1,391,384	38.22%	$ 3,085,000	$ 1,176,533	38.14%
Grants						
347 70 10 DCF/State Grant	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Total Grants	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Miscellaneous Revenue						
361 10 00 Interest Earning	$ 600	$ 377	62.84%	$ 600	$ 97	16.16%
362 14 00 Rents and Royalties	45,000	15,300	34.00%	50,000	6,100	12.20%
369 31 00 Reimb. of Expenditures	180,000	36,404	0.00%	110,000	13,793	0.00%
369 70 00 Events	25,000	0	0.00%	20,000	85	0.43%
369 89 00 Packaged Sales	140,000	32,784	23.42%	140,000	25,272	18.05%
369 90 00 Miscellaneous Revenues	5,200	62	1.20%	6,000	65	1.09%
369 95 00 Commission/Tips/Merch.	6,500	992	15.27%	6,500	0	0.00%
369 96 00 Late Payment Charges	0	0	0.00%	0	0	0.00%
369 97 00 Capital Improvement Fee	180,000	82,626	0.00%	0	0	0.00%
Total Miscellaneous Revenues	$ 582,300	$ 168,546	28.94%	$ 333,100	$ 45,412	13.63%
Other Resources						
381 01 00 Transfer from General	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
381 89 00 Transfer from Restricted Fund	0	0	0.00%	0	5,726	0.00%
381 91 00 Transfer from FPRA	450,000	0	0.00%	450,000	0	0.00%
Total Other Resources	$ 450,000	$ 0	0.00%	$ 450,000	$ 5,726	1.27%
TOTAL RESOURCES	**$ 4,672,300**	**$ 1,559,930**	33.39%	**$ 3,868,100**	**$ 1,227,671**	31.74%

Fund Title:	Sunrise Theatre Fund	Department:	Sunrise Theatre
Fund/Division Number:	406-4600-575	Division:	

	2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Total Personnel Services	$ 578,243	$ 134,399	23.24%	$ 657,865	$ 157,153	23.89%
Total Operating Expense	4,441,620	862,989	19.43%	3,742,735	713,456	19.06%
Total Capital Outlay	187,437	0	0.00%	2,500	0	0.00%
Total Transfers	0	0	0.00%	0	0	0.00%
TOTAL APPROPRIATIONS	**$ 5,207,300**	**$ 997,389**	19.15%	**$ 4,403,100**	**$ 870,609**	19.77%

CITY OF FORT PIERCE
BUILDING & CODE (420)
OPERATING STATEMENT
DECEMBER 31, 2017
1st QUARTER-DECEMBER '16 to 1st QUARTER-DECEMBER '17 COMPARISON

	1ST QUARTER 12/31/2016	1ST QUARTER 12/31/2017
OPERATING INCOME		
LICENSE and PERMIT	$ 219,849	$ 515,802
CHARGES FOR SERVICES	5,103	7,974
MISCELLANEOUS	3,455	7,553
TOTAL OPERATING INCOME	$ 228,406	$ 531,329
OPERATING EXPENSES		
PERSONAL SERVICES	$ 184,027	$ 198,982
ADMINISTRATIVE CHARGES	31,202	31,718
CONTRACTUAL FEES	50,726	28,472
DEPRECIATION	0	0
OTHER OPERATING EXPENSES	33,405	83,243
TOTAL OPERATING EXPENSES	$ 299,360	$ 342,414
NET OPERATING INCOME (LOSS)	($70,954)	$ 188,915
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 519	$ 873
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
TOTAL NON-OPERATING REVENUES	$ 519	$ 873
NON-OPERATING EXPENSES		
DEBT SERVICE	$ 0	$ 0
OTHER NON-OPERATING EXPENSES	0	0
TRANSFER-OUT	0	0
TOTAL NON-OPERATING EXPENSES	$ 0	$ 0
NET NON-OPERATING INCOME (LOSS)	$ 519	$ 873
NET INCOME (LOSS)	($70,435)	$ 189,788

Fund Title:	Building & Code	Department:	Building Inspection
Fund/Division Number:	420-2902-524	Division:	

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Licenses and Permits							
322 10	Permits-Building Dept.	$ 785,000	$ 124,219	15.82%	$ 785,000	$ 291,901	37.18%
322 20	Inspections	15,000	3,000	20.00%	15,000	3,520	23.47%
322 90	Other Permit Fees	500,000	83,405	16.68%	500,000	206,382	41.28%
329 40	Contractor's License	55,000	9,225	16.77%	55,000	14,000	25.45%
	Total Licenses and Permits	$ 1,355,000	$ 219,849	16.22%	$ 1,355,000	$ 515,802	38.07%
Charge for Services							
341 40	Cert.,Copying, Rcd. Search	$ 2,000	$ 7	0.37%	$ 2,000	$ 0	0.00%
341 60	Administration Fees	0	0	0.00%	0	0	0.00%
341 61	Demo & Flood Plain Mgmnt	0	0	#DIV/0!	0	0	0.00%
341 94	Credti Card Process Fees	20,000	5,096	25.48%	20,000	7,974	39.87%
	Total Charges for Service	$ 22,000	$ 5,103	0.00%	$ 22,000	$ 7,974	0.00%
Fines & Forfeits							
354 60	Unlicensed Contracting	$ 3,000	$ 0	0.00%	$ 3,000	$ 0	0.00%
	Total Fines & Forfeits	$ 3,000	$ 0	0.00%	$ 3,000	$ 0	0.00%
Miscellaneous Revenue							
361 10	Interest on Investments	$ 0	$ 519	0.00%	$ 0	$ 873	0.00%
369 00	Miscellaneous Revenues	16,000	3,455	21.60%	16,000	7,553	47.21%
	Total Miscellaneous Revenues	$ 16,000	$ 3,974	0.00%	$ 16,000	$ 8,426	0.00%
	Appropriated Retained Earnings	(8,852)	$ 0	0.00%	109,102	$ 0	0.00%
	TOTAL RESOURCES	**$ 1,387,148**	**$ 228,926**	**16.50%**	**$ 1,505,102**	**$ 532,202**	**35.36%**

Fund Title:	Building & Code	Department:	Building Inspection
Fund/Division Number:	420-2902-524	Division:	

	2016/17 Adopted	2016/17 Actual	Yr. Lapse 25%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 25%
Total Personnel Services	$ 905,915	$ 184,027	20.31%	$ 1,151,402	$ 198,982	17.28%
Total Operating Expense	438,700	115,333	26.29%	353,700	143,432	40.55%
Total Capital Outlay	42,533	538	0.00%	0	151,000	0.00%
Total Transfers	0	0	0.00%	5,277	0	0.00%
TOTAL APPROPRIATIONS	**$ 1,344,615**	**$ 299,360**	22.26%	**$ 1,510,379**	**$ 493,414**	32.67%

FORT PIERCE REDEVELOPMENT FUND
OPERATING FUND
1ST Quarter Report
December 31, 2017

CASH AND INVESTMENT REPORT

October 1, Estimated Beg. Available Resources	373,979
Revenues	5,572,524
Available Resources	5,946,503
Expenditures	156,948
Current Available Resources	**5,789,555**

FPRA Operating Resources and Uses	Budget	Budget Adjust.	Revised Budget	Expended	Balance
Current Resousces Available for Operating					**5,789,555**
Plus Unrealized Revenue:					
303 Leases					128,721
305 Transfer From General					550,967
Total Unrealized Revenue					**679,688**
Estimated Resources Available For Operating					**6,469,243**
Less Outstanding Expenditures:					
501 Personnel Services	0	0	0	0	0
502 Operating Expenditures	313,000	0	313,000	117,316	195,684
503 Capital Outlay	0	0	0	25,282	(25,282)
504 Total Grants-Private Organ.	20,000	0	20,000	0	20,000
505 Transfers	5,191,150	0	5,191,150	14,350	5,176,800
506 Sunrise Theatre	450,000	0	450,000	0	450,000
Categories Balances	5,974,150	0	5,974,150	156,948	**5,817,202**
Projected Resources Over (Short)					**652,041**

FORT PIERCE REDEVELOPMENT FUND
OPERATING FUND
1st Quarter Report
December 31, 2017

TRANSFERS FROM GENERAL

Fiscal Year:		
	2011	1,319,504
	2012	1,129,036
	2013	1,410,793
	2014	1,689,274
	2015	1,470,701
	2016	1,676,422
	2017	737,543
	Total Transfers	9,433,273
Plus		
	Additions:	
	Land Purchase for Beach Parking	820,000
Less:		
	Reductions:	
	Seaway Drive Roundabout (Days Inn Sight)	(1,488,000.00)
	Transfer to General	(600,000.00)
	Total Reductions	(2,088,000.00)
	Total Due General Fund	**9,653,273**

City of Fort Pierce
Financial Position/Resources and Uses
December 31, 2017
1st Quarter Fiscal 2018

	001 General	401 Marina	402 Solid Waste	405 Golf Course	406 Sunrise Theatre	420 Building Code
Estimated Avail. Resources Sept. 30, 2017	**6,819,600**	**860,620**	**950,016**	**(281,709)**	**(418,862)**	**750,255**
Less:						
10% Budget Reserve	(3,688,620)					
2017 Budget Appropriation	(564,565)	(317,790)	(563,166)	35,000	0	(109,102)
10/01/2017 Unrestricted Resources	**2,566,415**	**542,830**	**386,850**	**(246,709)**	**(418,862)**	**641,153**
1st Quarter Revenues	15,246,056	842,045	1,911,614	251,257	1,227,671	532,202
2018 Budget Appropriation	565,565	317,790	563,166	(35,000)	0	109,102
2019 Budget Appropriation	(600,000)	0	0	0	0	0
10/01/17 thru 12/31/17 Resources	15,211,621	1,159,835	2,474,780	216,257	1,227,671	641,304
1st Quarter Expenses	8,614,000	952,681	1,780,454	499,187	870,609	493,414
Less Accum. Depreciation	0	(279,633)	(71,855)	(34,035)	(133,927)	0
Total Uses	8,614,000	673,048	1,708,599	465,152	736,682	493,414
FY 2018 Net Resources	**6,597,620**	**486,787**	**766,181**	**(248,894)**	**490,989**	**147,890**
Total Resources Available	**9,164,035**	**1,029,617**	**1,153,031**	**(495,604)**	**72,127**	**789,043**

City of Fort Pierce
Urban Redevelopment
Financial Position/Resources and Uses
December 31, 2017
1st Quarter Fiscal 2018
***

	104 CRA	103 CDBG	105 SHIP	106 Grant HHR	100 Restrict Rev Fund	102 Law Enforce Trust	301 Cap Proj Heath cote
Estimated Avail. Resource Sept. 30, 2017	**373,979**	**733,916**	**447,777**	**998,387**	**3,666,732**	**66,208**	**0**
Less:							
Reserve							
Budget Appropriation							
10/01/2017 Restricted (***) and Unrestricted Resources	**373,979**	**733,916**	**447,777**	**998,387**	**3,666,732**	**66,208**	**0**
1st Quarter Revenues	5,572,524	16,849	882	6,781	234,482	40,218	0
10/01/17 thru 12/31/18 Resources	5,572,524	16,849	882	6,781	234,482	40,218	0
1st Quarter Expenses	156,948	125,994	43,537	22,178	53,273	0	0
Total Uses	156,948	125,994	43,537	22,178	53,273	0	0
FY 2018 Net Resources	**5,415,576**	**(109,145)**	**(42,655)**	**(15,397)**	**181,210**	**40,218**	**0**
Total Resources Available	**5,789,555**	**624,771**	**405,122**	**982,990**	**3,847,942**	**106,426**	**0**

City Commission Regular Meeting **10.c.**

Meeting Date: 02/05/2018

Re: Golf Course Update Presentation

Submitted For: Danny Visconti, Golf Course Manager, Indian Hills Golf Course

SUBJECT:

Indian Hills Golf Course update.

Attachments

Indian Hills GC Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/29/2018 02:30 PM

Form Started By: Danny Visconti Started On: 01/29/2018 01:19 PM

Final Approval Date: 01/29/2018

Indian Hills Golf Course

First Quarter Report 2018

Re-cap Last Quarter 2017

- Rounds UP 3,186 over last year
- Merchandise Sales UP $4,200
- Food, Snacks and Alcohol UP $6,870
- Total revenue UP approximately $25,000

- Practice Range Revenue was down $400 due in part to the hurricane/netting.

Focal Points ~ First Quarter 2018

- Our emphasis will remain on providing a warm, friendly environment for ALL players.
- The Indian Hills Savings Card has been a huge success, already selling in excess of 300 memberships.
- The golf course will continue to be improved on a daily basis, through better maintenance practices.
- January 11th we set a record for most rounds in a day~ 281!

Financial Points ~ Food & Beverage

- Food and beverage inventory has been revamped to provide a better sell through with minimal waste.
- Food purchasing has been changed from Sysco to Sam's saving almost 50% on most items.
- Lunch area has been reorganized for efficiency.
- Daily specials have been increased for more variety.

Financial Points ~ Golf

- Several leagues have returned, adding approximately 500 rounds per month.
- We have solidified 2 outside outings and will continue to seek additional events to supplement revenue.
- Golf inventory will be “turned” regularly to provide a fresh, clean appearance.

Agronomy

- We will conduct solid tine aerification in January, February and March to improve green conditions.
- Applying pre-emergent for weeds.
- Treating of nematodes in all playing areas.
- Spot spraying for post emerge goose grass.
- Continue to define tee area landscape beds.
- Continue to cleanup dead palm trees.

Advertising Program

- We have provided a fresh look and greater breath of advertising through TV, Radio and 12 hits per month in the Treasure Coast Newspapers focused on the NEW Indian Hills.
- We have continued our support of the Indian River Magazine and its subsidiaries.
- We have reduced our presence in the Hometown News and Voice.

Advertising Program (cont.)

- We are currently working on a Rack Card that will be provided to local hotels and resorts between Vero Beach and Port St. Lucie.

Social Media

- We have maintained a daily presence on Facebook providing updates, photos and content to remain relevant in the community.
- We have done the same on Linkedin for a more regional presence.
- We will do the same as the new city website is introduced.

City Commission Regular Meeting **11.a.**

Meeting Date: 02/05/2018

Re: Web Cams for City Marina

Submitted For: Dean Kubitschek, Director of Marina, Marina

SUBJECT:

Approve 3 year contract with St. Lucie County Tourism for the installation of Fort Pierce City Web Cams in an amount not to exceed $2,820.00.

SUMMARY:

St. Lucie County Tourism and the Fort Pierce City Marina have teamed up over the last 3 years to provide the public access to web cams providing a view of our beautiful waterways. There are three cameras in operation at this time. They include:

1. The City Marina
2. The Fort Pierce Inlet
3. The Old Coast Guard Station (paid for by Indian River State College)

As our existing contract is coming to an end, we are asking to renew our partnership with a new 3 year contract and another 3 year option with St. Lucie County Tourism. This new contract reduces our original cost from $2700.00per camera to $1,410.00 per camera. the City Marina is responsible for the City Marina cam and The Fort Pierce Inlet cam only.

RECOMMENDATION:

Renew contracts with St. Lucie County

ALTERNATIVES:

Non renewal, remove cameras, research other contractors.

RESPONSIBLE STAFF:

Marina Manager, Dean Kubitschek

COORDINATED WITH:

City of Fort Pierce IT Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2018
Account:	401-4100-575-48-10
Amount:	$2820.00

FISCAL IMPACT:

2 Cameras total $2820.00 per year total for 3 years is $8460.00

Attachments

Marina & Jetty Web Cam

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/24/2018 04:03 PM
City Manager	Nick Mimms	01/30/2018 12:28 PM
Form Started By: Pat Danise		Started On: 10/26/2017 12:36 PM
Final Approval Date: 01/30/2018		

RE: Draft Interlocal Agreement - Webcam
Charlotte Bireley
to:
'fpcmdean'
10/17/2017 11:49 AM
Cc:
"DeVoshay Johnson"
Hide Details
From: Charlotte Bireley <BireleyC@stlucieco.org>
To: 'fpcmdean' <fpcmdean@city-ftpierce.com>
Cc: "DeVoshay Johnson" <DJohnson@City-FtPierce.Com>

Dean,

SLC will be incurring the expenses for the new camera equipment as well as the installation at your two sites:

1. FP City Marina
2. Jetty Park

The City of Fort Pierce will be responsible for the annual hosting and streaming fees at these two sites. In our previous agreement with Earthcam, this cost as $2,700 per year for each camera totaling $5,400. Moving forward, the cost will now be $1,410 per year for each camera totaling $2,820. This new vendor will save the City $2,580 annually. SLC pays this price up front to the vendor and we bill you for reimbursement.

Also, you requested information on amount of web traffic that the cameras have generated. These traffic numbers are specific to the County's tourism website (www.VisitStLucie.com) – and does not include traffic to any City hosted sites. Below is a breakdown:

Fort Pierce Inlet/Cove:
2015 (Jan – Dec): 9,115
2016 (Jan – Dec): 39,614
2017 (Jan – Oct 16): 15,215
Total: 63,944

Fort Pierce Jetty:
2015 (Jan – Dec): 21,873
2016 (Jan – Dec): 110,335
2017 (Jan – Oct 16): 53,000
Total: 185,208

Marina:
2015 (Jan – Dec): 9,547
2016 (Jan – Dec): 47,802
2017 (Jan – Oct 16): 13,390
Total: 70,739

Let me know if you have any questions.

Charlotte Lombard Bireley
Director of Tourism & Marketing
St. Lucie County

City Commission Regular Meeting **11.b.**

Meeting Date: 02/05/2018

Re: Funding Request for Golf Course

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Approve transfer of $358,000 to address the Golf Course funding shortage.

SUMMARY:

During the presentations of the monthly financial reports Commission has been made aware of the funding shortage in the Golf Course and the need to transfer funds. The Golf Course will need $281,709 to address the negative cash balance in the fund at fiscal year end and $76,291 for the Accrued Compensation payouts for former employees; a total of $358,000.

RECOMMENDATION:

Transfer $358,000 from th General Fund to address the shortages in Golf Course Fund.

ALTERNATIVES:

The Commission can allocate an amount they deem appropriate.

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

City Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2018

Amount: $358,000

OTHER INFORMATION:

Funds to be transferred from General Fund's fund balance. This transfer will reduce General's surplus funds that are not currently budgeted to be used as operating expenditures.

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/08/2018 03:09 PM
City Manager	Nick Mimms	01/29/2018 08:43 AM

Form Started By: Queen Thompkins Started On: 01/08/2018 01:34 PM

Final Approval Date: 01/29/2018

City Commission Regular Meeting **11.c.**

Meeting Date: 02/05/2018

Re: Approval of Bid No. 2018-007 Canal Right-of-Way Mowing and Debris Removal Services

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approve award of the Canal Right-of-Way Mowing and Debris Removal Services (Bid) maintenance contract to the low bidder, Dunn's Tractor Services, LLC., Fort Pierce, FL, in an amount not to exceed $246,700.00.

SUMMARY:

Of the three (3) respondents remitting bids for the Canal Right-of-Way Mowing and Debris Removal Services, Dunn's Tractor Services, LLC. was the lowest bidder in the amount of $246,700.00. Bids were evaluated based on experience, proposed fees, and the location of business.The work to be completed under this construction contract includes mowing of the canal banks, retention area banks and green areas; trim around guardrail, remove litter from the canals, adjoining canal banks and adjoining right of ways. The work also includes mowing, trimming, removal of exotic vegetation, and litter removal of two park like areas within the City.

RECOMMENDATION:

Recommend approval of the bid to Dunn's Tractor Services, LLC. in the amount of $246,700.00. Funding to be provided by SMU Revenue Account No. 403-4300-538.46-20.

ALTERNATIVES:

Re-bid the project.

RESPONSIBLE STAFF:

Engineering Department.

COORDINATED WITH:

Public Works and Finance Department

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: 403-4300-538.46-20

Amount: $246,700.00

FISCAL IMPACT:

The $246,700.00 will be encumbered from SMU Revenue Account No. 403-4300-538.46-20

Attachments

Bid Tabulation

Dunn's Tractor - BID 2018-007 - BID Response Form 011818

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/30/2018 09:59 AM
City Manager	Nick Mimms	01/30/2018 11:50 AM

Form Started By: Dina Hermoso Started On: 01/19/2018 02:39 PM

Final Approval Date: 01/30/2018

MEMORANDUM
from the
PURCHASING DIVISION

TO: Jack Andrews, City Engineer

THROUGH: Gelencia Carter, Purchasing Manager

FROM: Georgia Montgomery, Purchasing Specialist

SUBJECT: Bid No. 2018-007 ~ Canal Right-of-Way Mowing & Debris Removal Services

DATE: January 19, 2018

Attached is the tabulation sheet for the above referenced bid, a copy of each submittal was given to Dina Hermoso after the bid opening. The file is available for review in the Purchasing Division.

The invitation was sent to 302 vendors. Nineteen (19) vendors requested specifications with Three (3) responding (15.79 %) plus 0 "No Bid" (15.79 % total response).

Please respond to the Purchasing Division for recommendation of award. Expiration date is March 19, 2018. Commission approval must be completed by this date.

/gm

Attachment

cc: Dina Hermoso, Stormwater Manager
Tracy Telle, Assistant City Engineer
File

RECEIVED
JAN 23 2018
CITY OF FORT PIERCE
ENGINEERING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

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

BID ON:	**CANAL RIGHT-OF-WAY MOWING & DEBRIS REMOVAL SERVICES**
BID NUMBER:	**2018-007**
DATE:	01/18/18 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
3 of 19 = 15.79 %
0 "No Bids"
Total = 15.79 %

VENDOR	**TOTAL**
Dunn's Tractor Services LLC. Fort Pierce, FL	**$246,700.00**
Treasure Coast Lawns Inc. Fort Pierce, FL	**$267,400.00**
Integrity Lawns, LLC. Okeechobee, FL	**$312,000.00**

PLEASE NOTE:

- **COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.**

COPY

DELIVER TO: City of Fort Pierce Attn: Purchasing Division 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division P.O. Box 1480 Fort Pierce, FL 34954-1480	**INVITATION TO BID** and **BIDDER ACKNOWLEDGMENT**
Contact: Gelencia Carter, 772-467-3748	Bid No: 2018-007
Mandatory Pre-Bid Conference & Site Visit Date: 10:00AM, FRIDAY, DECEMBER 15, 2017	Bid Title: CANAL RIGHT-OF-WAY MOWING & DEBRIS REMOVAL SERVICES
Mandatory Pre-Bid Conference Location: CITY OF FORT PIERCE ENGINEERING 1ST FLR CONFERENCE ROOM 100 NORTH U.S. #1, FORT PIERCE, FL 34950	Bid Opening Location: City of Ft. Pierce Purchasing Division 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, WEDNESDAY, DECEMBER 20, 2017	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Dunn's Tractor Ser LLC Mailing Address: PO Box 12905 Ft Pierce Fl 34979	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Ft Pierce Fl 34979	Typed or Printed Name: Howard Dunn Jr
Type of Entity (Circle One): Corporation Partnership (Proprietorship)	Title: Manager
Incorporated in the State of: Fl Year: 1980	Delivery in 2 days, ARO
Phone Number: 772-464-2711	Payment Terms: Net 30 Days
Fax Number: —	FEIN or SS Number: 18-1876173
E-Mail Address: dunnstractorservice@hotmail.com	Local Business: Y N MWBE: Y N
Bid Security is attached, when required, in the amount of $ 246,700 F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

BID RESPONSE FORM

Bid Item	Canal Right-of-Way Mowing and Debris Removal Services		
Bid Number	2018-007	Time & Due Date	3:00PM, Wednesday, December 20, 2017

The offerer agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

Item No.	Description	Units	Quantity	Unit Price	Amount
A	CANAL AREA MOWING (SLOPE MOWING) AND MAINTENANCE – SIX (6) PER YEAR.	LS	1	$ 8000 ea	$ 48000 ea
B	CANAL AREA RIGHT-OF-WAY MOWING (FLAT MOWING) AND MAINTENANCE – TWENTY SIX (26) CUTS PER YEAR.	LS	1	$ 2750 ea	$ 71500 ea
C	MOORE'S CREEK LINEAR PARK (7TH STREET TO 15TH STREET) MOWING AND MAINTENANCE – TWENTY SIX (26) CUTS PER YEAR WITH WEEKLY MAINTENANCE.	LS	1	$ 1200 ea	$ 31200 ea
D	INDIAN HILLS RECREATION AREA (PHASE I AND II) MOWING – WEEDEATING SERVICES AND EDGING PARKING AREAS – TWENTY SIX (26) CUTS PER YEAR WITH WEEKLY MAINTENANCE. PULLING NONWANTED WEEDS AND WEEDEATING GRASS IN PLANTED AREAS – TWELVE (12) CUTS PER YEAR WITH WEEKLY MAINTENANCE.	LS 1	1 1	$ 3000 ea $ 1200 ea	$ 78000 ea $ 14400 ea
E	TIMBER RIDGE ESTATES, PARK TRAIL ACRES, JAYCE PARK, INDIATLANTIC DR., AND BEACH ESTATES RETENTION AREA MOWING (FLAT & SLOPE MOWING) AND MAINTENANCE – TWELVE (12) PER YEAR.	LS	1	$ 200 ea	$ 2400 ea
F	FERNANDINA ST. SWALE AND RIGHT-OF-WAY AREA MOWING (FLAT AND SLOPE MOWING) AND MAINTENANCE – TWELVE (12) PER YEAR.	LS	1	$ 100 ea	$ 1200 ea
				TOTAL FINAL BID	$ 246,700 ea

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
#1	12/6/17
#2	12/11/17
#3	12/12/17
#4	12/20/17
#5	12/27/17
#6	1/2/17
#7	1/6/17

City Commission Regular Meeting **11.d.**

Meeting Date: 02/05/2018

Re: Advance of FEMA Funding - Indian Hills Recreation Area - Increase existing PO 170680

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of additional amount $220,800.00, in accordance with the attached proposals from Beemats, LLC., New Smyrna Beach, FL, for the replacement of floating vegetative islands at the Indian Hills Recreation Area damaged by Hurricane Irma.

SUMMARY:

The additional funding is needed due to a price increase in Caustic Soda from $92.80 per ton to $176.00 per ton, which was the result of changes in the Chlor-Alkali market. Hurricane Irma caused extensive damage to the twelve floating vegetative islands used for stormwater treatment at the Indian Hills Recreation Area. Five of the islands were able to be salvaged with the remainder total losses. This proposal is for the replacement of seven islands and the reinforcement of the anchoring system for all islands.

The City Commission approved Beemats, LLC, proposal for the annual harvesting, maintenance and replanting vegetated mats at Moore's Creek and Indian Hills Recreation Area on January 3, 2017.

RECOMMENDATION:

Engineering recommends award this proposal.

ALTERNATIVES:

Reject this proposal and not repair the damages.

RESPONSIBLE STAFF:

Engineering Department.

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: 403-4300-538.34-90

Amount: $220,800

FISCAL IMPACT:

The $220,800 shall be encumbered from the SMU Revenue Account No. 403-4300-538.34-90. Reimbursement will be sought from FEMA

Attachments

Proposal - 7 Islands - Mat. System into islands - Hurricane Irma - 111717

Proposal - 12 Islands - Mitigate and upgrade anchor system - Hurricane Irma - 111717

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/30/2018 10:01 AM
City Manager	Nick Mimms	01/30/2018 11:50 AM
Form Started By: Dina Hermoso		Started On: 01/19/2018 11:10 AM
Final Approval Date: 01/30/2018		

Beemats LLC
3637 State Road 44
New Smyrna Beach, FL 32168

Proposal

Estimate #	11[illegible]17

City of Fort Pierce
PO Box 1480
Fort Pierce, Fl 34954-1480

Project
Indian Hills

Quantity	Description	Rate	Total
24,640	sq. ft. -Mat System Assembled into islands, with Plants INSTALLED * 7 - 3,520 sq. ft. islands @ $7.50 per sq. foot = $26,400.00 per island SIGN: _____ DATE: _____	7.50	184,800.00

Subtotal	$184,800.00
Sales Tax (6.5%)	$0.00
Total	$184,800.00

Phone #	E-mail
3864288578	Beemats@gmail.com

Beemats LLC
3637 State Road 44
New Smyrna Beach, FL 32168

Proposal

Estimate #	11[illegible]17

City of Fort Pierce
PO Box 1480
Fort Pierce, Fl 34954-1480

Project
Indian Hills

Quantity	Description	Rate	Total
12	Islands - Mitigate and upgrade anchor system * includes all labor and materials SIGN: _____ DATE: _____	3,000.00	36,000.00

Subtotal	$36,000.00
Sales Tax (6.5%)	$0.00
Total	$36,000.00

Phone #
3864288578

E-mail
Beemats@gmail.com

City Commission Regular Meeting **11.e.**

Meeting Date: 02/05/2018

Re: Bid No. 2018-014 Marine Contracting Services, Piggyback Martin Co. Bid No. 2017-2935

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Request approval to piggyback Martin County's Contract for Marine Contracting Services, RFB #2017-2935, as awarded to Brothers' Construction, Inc. along with the subsequent approval of a $28,500 construction contract for the temporary repair of the Melody Lane seawall and sidewalk.

SUMMARY:

Staff has found there is a need to implement a continuing services contract which would cover marine contracting services relating to projects such as shoreline stabilization, seawall construction, fishing piers, bridge repairs, dredging, boat docks, etc. The contract terms would mirror Martin County's, 3-years plus two optional 1-year renewals and each project shall have a $200,000 expenditure limit with the exception of emergency repairs where no maximum limit shall exist; total maximum contract award over five (5) years shall not exceed $2,500,000. In addition, approval is requested to approve the Melody Lane seawall and sidewalk temporary construction repairs in the amount of $28,500. These repairs will provide a temporary fix in order to allow the public full utilization of the sidewalk and seawall damaged by Hurricane Irma while awaiting FEMA reimbursement.

The Purchasing Division has reviewed and investigated this request, and found all terms and conditions meet the piggyback requirements of the City of Fort Pierce.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Do not approve and request individual bids for all marine projects

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Public Works and Finance Department

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 17/18

Account: Parks MSTU

Amount: $28,500

FISCAL IMPACT:

Funding for the temporary repairs shall be encumbered from the Parks MSTU account.

Attachments

Martin County Bid Documents
Martin County Contract
Martin County Concurrence
Site Photo 1
Site Photo 2
Site Photo 3
Construction Proposal

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/30/2018 10:15 AM
City Manager	Nick Mimms	01/30/2018 11:51 AM
Form Started By: Tracy Telle		Started On: 01/16/2018 01:03 PM
Final Approval Date: 01/30/2018		

REQUEST FOR BID (RFB) # 2017-2935

Martin County Board of County Commissioners
2401 S.E. Monterey Road
Stuart, Florida 34996
(772) 288-5481
E-mail: pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

MARINE CONTRACTING SERVICES

Sealed bids will be received by the Information Desk on the 1st Floor at the address above until **2:30 PM** local time, on **Wednesday, April 12, 2017.**

The basic bid document is available at www.martin.fl.us. Type "bids" in the Search field then click on Bid Search.

The complete bid document may be downloaded from www.demandstar.com .

Funds for this project may be derived from federal grants and therefore the successful contractor must comply with federal guidelines for projects funded by such grants.

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

Publish: The Stuart News 3/13/17

LIST OF CONTENTS

Bidders must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at http://www.onvia.com/demandstar-subscriptions. Click on "Onvia DemandStar FREE AGENCY".

The bid documents include:

1. Basic Scope of Services
2. Instructions to Bidders
3. Sample Agreement between Owner and Contractor
   Exhibit A – Federal and State Contract Clauses
   Exhibit B – FHWA Requirements
   Exhibit C – Wage Rates
4. Contractor Performance Evaluation
5. Bid Form
6. Bidder's Qualification Statement
7. Bid Opportunity List
8. Title VI Policy Statement

   (Forms 5 & 6 also available in Microsoft Word/Excel format at www.demandstar.com)

The **successful bidder(s)** will be required to complete the following forms and comply with all state and federal requirements.

1. Buy America Certificate of Compliance
2. Certification of Non-Collusion
3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion or explanation
4. Certification Regarding Lobbying
5. Drug-Free Workplace Certification
6. E-Verify
7. Certification of Current Capacity
8. Certification of Sublet Work

Going Greener!! One original of the following documents must be returned with bid. Do not return any other pages or documents unless specifically requested in the RFB. If e-bidding, upload documents as one complete document rather than separately (no paper copy necessary).

- Bid Form
- Bidder's Qualification Statement
- Bid Opportunity List
- Addenda, if any

Prohibited Communications: Potential bidders shall not communicate in any way with the Board of Commissioners, County Administrator, or any County staff, other than Purchasing personnel, regarding this Request for Bid (RFB) from the time of bid advertisement through, and including, bid award except during scheduled pre-bid meetings. Such communication shall result in disqualification.

BASIC SCOPE OF SERVICES

It is Martin County's intent to award one or more continuing services contracts to provide all labor, materials, equipment and services necessary for marine related new construction, renovations and repairs, including but not limited to:

- Beach access and crossovers on dunes
- Marine and/or wetland related projects
- Shoreline stabilization on beaches, inner coastal waterways, rivers lakes, canals and retention areas
- Fishing piers
- Boardwalks,
- Bridge repair consisting of wood, concrete or metal.
- Boat docks and ramps
- New construction or repairs of amenities such as water and electricity
- Dredging at boat ramps and boat docks
- Piers and wooden/plastic decks
- Pavilions and Gazebos on any waterfront.
- Shoreline debris removal
- ADA accessibility including new installation, modification or repairs of existing structures
- Underwater inspection, mapping and repairs
- Underwater concrete
- Sewall bordering any waterway

Individual projects shall not exceed $200,000 each with the exception of the Phipps Park Boat Ramp project or projects that may be done on an emergency basis.

The Phipps Park project may exceed $200,000 and will be completed immediately following award of this contract. The project includes but is not limited to repairing the existing ramp and adding an additional 20 LF to the existing features to facilitate loading and unloading of boat trailers at low tide. An additional fixed boat launch dock shall be added to make the southern boat ramp more functional in supporting the loading and unloading of boat passengers and crew. Dock piles shall be cast in the concrete ramp using pile wrap and expansion material. Curb shall be installed for the outside edges of the docks to prevent vehicles and trailer from running off edges.

Contractor must hold a valid State of Florida Certified General Contractors License or Specialty Marine Contractors License.

Proposals shall be requested on a project by project basis. The Contractor will be required to provide an itemized cost proposal for each project based on R.S. Means pricing minus the discount bid by the Contractor. Markup for materials and subcontractors shall be in accordance with Article 13.9 and 13.10 of the Agreement. Proposals shall be provided within ten (10) business days of request.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

The maximum total value of this contract shall not exceed $2,500,000 over five (5) years.

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be renewed for two additional 1-year terms, if needed, for a total maximum term of five years. The awardee agrees to this condition by signing their bid.

Martin County will not be held to any minimum/maximum quantities or dollars during the term of Contract.

INSTRUCTIONS TO BIDDERS

Bidders are encouraged to read the following instructions carefully. Deviations, changes, modifications or failures to complete the bid can, and in some instances shall, invalidate the bid.

1. Date and Place of Bid Opening. Sealed bids will be received at the Martin County Administrative Center, 1st Floor, Information Desk, 2401 S. E. Monterey Road, Stuart, Florida 34996, at the time set forth on the Advertisement for Bids (RFB). Bids received after the designated time and date will not be considered. Bids will be publicly opened and read. If an award of the Contract is made, it will be as soon thereafter as is practical. In case of a tie, a selection among the lowest tied responsive and responsible bidders shall be made in accordance with County policy.

2. Inquiries/Addenda. Verbal interpretations of the meaning of the Drawings, Specifications, or other Contract Documents will not be valid. Every request for interpretation shall be in writing and e-mailed to Purchasing at pur_div@martin.fl.us no later than 5:00 PM on Monday the week prior to the bid due date. The County will respond to all such requests for interpretation and any supplemental instructions in the form of written addenda and shall publish such addenda on www.demandstar.com not later than five (5) calendar days prior to the bid opening date fixed for the opening of bids. Bidders must acknowledge receipt of the addenda in their bid. Failure of any bidder to receive, or to acknowledge receipt of any such addenda shall not relieve such bidder from any obligation under its bid as submitted, provided, however, that failure to so acknowledge receipt of any such addenda may render a bid non-responsive and result in its rejection. Bidders are advised to contact the County prior to submitting bids to satisfy themselves as to the existence and number of all such addenda. All addenda so issued shall become part of the Contract Documents.

3. Preparation of Bids. Bids shall be submitted on the Bid Form(s) furnished, or upon an exact copy thereof, and must be signed by an authorized representative of the firm submitting the bid. The County shall not consider any information other than that contained on the Bid Forms; specifically, nothing written on the envelope in which the Bid Forms are contained will be considered except for purposes of identification. Bidders must quote on all items listed and failure to do so will disqualify the bid. The intent of the Bid Form is to secure a price for the work described in the Contract Documents. All bid preparation costs shall be borne by the bidder. The County will not be responsible for paying any bidder for its costs incurred in preparing its bid.

4. Credentials of Bidders/Licenses. All Bidders shall provide proof that they are properly certified or registered as a Contractor by the State of Florida applicable to this type of work. Other information,

including, but not limited to, references and financial data shall be provided upon specific request by the County.

5. Bidders Disclosure. In each bid by an individual or firm, there shall be stated the name and address of every person having an interest in the bid; and in case of a corporation the names and addresses of its officers. Bids shall be signed by the person or member of the firm making the same, and in the case of a corporation, by some authorized officer or agent subscribing the name of the corporation and his own name. Once bids are opened, they become the property of the County and will not be returned. Bids become a "public record" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes.

6. Joint Venture. If the bid involves a joint venture, a copy of the joint venture agreement shall be included with the bid along with the attached "Statement of Business Organization".

7. Public Entity Crimes. Any bidder, or any of his suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the County shall not be a convicted vendor or, if the bidder or any of his suppliers, subcontractors, or consultants of the bidder has been convicted of a public entity crime, a period longer than 36 months shall have passed since that person was placed on the convicted vendor list. The bidder further understands and accepts that any contract issues as a result of this solicitation shall be either voidable by the County or subject to immediate termination by the County, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 Florida Statutes. The County, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

8. Power of Attorney. Attorneys-in-Fact who sign bonds must file with the board a certified copy of their power of attorney to sign such bonds.

9. Delivery of Bids. The bid shall be submitted in a sealed envelope and must indicate on the outside, bidder name, bid name and number, and the bid due date. The County shall not be responsible for bids improperly identified. If forwarded by regular mail or express mail, the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the U.S. Mail address indicated on the cover page. If forwarded by overnight courier services (other than United States Postal Service Express Mail), the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the street address indicated on the cover page. Bids may be hand-delivered. Bids by fax or e-mail will NOT be accepted. The County cautions bidders to assure actual delivery of mailed or hand-delivered bids directly to the Martin County Administrative Center, 1st Floor, Information Desk, 2401 S. E. Monterey Road, Stuart, Florida. Confirmation of timely receipt of the bid may be made by e-mailing pur_div@martin.fl.us before bid opening time. Bids received after the established deadline shall not be considered.

10. Withdrawal of Bids. Prior to the bid opening, a bid may be withdrawn provided that the bidder submits a written request that is signed by an authorized representative of the firm that submitted the bid. However, modifications will not be accepted or acknowledged.

11. Notice of Intended Award. A bid tabulation will be posted as soon after the bid opening as possible on our website at www.martin.fl.us. Notice of award will be posted on www.demandstar.com. The County does not notify all bidders of award or intent to award.

12. Acceptance or Rejection of Bids. The County reserves the right to reject any and all bids when (i) such rejection is in the interest of the County; (ii) such bid is void per se; or (iii) the bid contains any irregularities, PROVIDED, however, that the County reserves the right to waive any minor irregularities and to accept the lowest responsible and responsive bid determined by the County. Bids may be considered irregular if there are omissions, unauthorized alterations of any forms, additions not called for, conditional or unauthorized alternate bids, or other irregularities of any kind. The County reserves the right to request a written confirmation of the bid and the responsibility of the bidder prior to the awarding of the Contract. Failure of the bidder to confirm the bid within seven (7) working days from the date of the County's request may render the bid unresponsive and will entitle the County to award to the next lowest bidder and may require forfeiture of the bid bond.

13. Contractor's Financial Ability. The apparent low, responsive bidder shall provide evidence of financial health prior to bid award upon request including but not limited to financial statements, cash flow projections, bank statements and tax returns. Failure to provide requested information shall deem the bidder non-responsible.

14. Responsible Bidder. Florida Statute 287.012(25) states that a "Responsible vendor" means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. The County shall review factors, including but not limited to, past project performance, references and length of time in business and shall make the determination of responsibility in its sole discretion. A Contractor Performance Evaluation will be completed at the end of each project. An overall rating of "poor" will result in the Contractor being deemed "non-responsible" for future bids and will result in rejection of bid.

15. Reliance Upon Bid. The County shall be entitled to rely upon all representations, including financial and other terms of performance, contained within a bid. The bidder further agrees to be bound to perform in accordance with its bid terms, including price.

16. Contract. The bidder understands that this Request for Bids does not constitute a Contract with the bidder. County contracts are awarded only when a fully executed written agreement has been returned to the Bidder by the County. No one shall be entitled to rely on any other action as an award. The County will not be liable for any costs incurred by the bidder prior to execution of the contract by the parties. The bidder to whom the award is made shall, within fourteen (14) calendar days after receipt of the Contract, execute the Contract on the form attached and return it to the County. If the bidder fails to execute the Contract or provide the insurance within the time allowed, there shall be just cause for the annulment of the award and forfeiture of the Bid Guaranty to the County. Award may then be made to the next lowest, responsible, and responsive bidder or the work may be re-advertised at the County's sole discretion.

17. Substitute Material and Equipment. A Contract, if awarded, will be on the basis of material and equipment described in the Drawings and the Technical Specification without consideration of possible substitute or an "or equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the date of execution of the Contract. In all cases, the low bidder shall be determined on the basis of the base bid which shall reflect the costs for the materials and equipment specified. Any bidder unable to provide the specified materials and equipment shall be determined unresponsive.

18. Equal Opportunity. The County recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

19. Award. For the purpose of award, the County will consider as the bid the correct summation of each unit price multiplied by the estimated quantities or the submitted total of all line items at the County's sole discretion and in the County's best interest. The County may award based on the basis of quantities included in the BASE BID or quantities included in the base bid plus bid alternatives, if any, and/or number of days to complete, at the County's sole discretion.

20. Performance during emergency. By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Martin County shall be given "first priority" for all goods and services under this contract (if applicable). Bidder agrees to provide all goods and services to Martin County throughout the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number and address to the County in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

21. Utilitization of Small Business Concerns. It is the Policy of the United States, the State of Florida, or the County that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, hubzone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter "small business concerns") shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. it is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. the contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. the contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the contractor's compliance with this clause.

22. Disadvantaged Business Enterprise. Contractors, consultants, sub-contractors and/or sub-recipients shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in termination of the contract or such other remedy as the recipient deems appropriate.

23. Additional Vendor Requirements. The successful bidder(s) will be required to monitor the performance of his employee on a periodic basis while they are assigned to the County. The successful bidder(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

24. Federal, State and County Regulations. The successful bidder(s) and their employees shall conform

to all Federal, State and County regulations while in performance of their contracts. Any individual found not to conform shall not be allowed to start to work or if started shall be required to leave the job site immediately. Continued violations by any Successful Bidder shall result in the immediate termination of the Successful Bidder contract.

25. Prohibited Communications. Potential bidders shall not communicate in any way regarding this contract with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel regarding this Request for Bid (RFB) from the time of bid advertisement through and including bid award. Such communication shall result in disqualification.

26. Local Vendor Preference. When a responsible and responsive, non-local business submits the lowest price bid and the bid submitted by one or more qualified and responsive local businesses is equal to or within five percent (5%) of the price submitted by the Apparent Low Bidder, then the local business with the apparent next-lowest qualified and responsive bid offer shall have the opportunity to submit an offer that matches the price offered by the Apparent Low Bidder in accordance with Section 135.7, Code of Ordinances, Martin County Code.

27. Conflict of Interest. Section 112.313, Fla. Stat., prohibits contracts with County employees, officers and advisory board members. All bidders must disclose the name of any Martin County officer or employee who owns, directly or indirectly an interest in the bidder's firm or any of its branches.

SAMPLE
AGREEMENT BETWEEN COUNTY AND CONTRACTOR
FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this ___ day of _____in the year, 20, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR:
(hereinafter CONTRACTOR)

Contract Name:

Contract Number: RFB

Total Contract Value: $ (to all vendors combined over 5 years)

Contract Term: Three (3) years plus two optional 1-year renewals

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ARTICLE 1
DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs*.
   a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
   b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
   e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. *Addenda.* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

6. *Claim.* A demand or assertion by COUNTY or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), Work Order, entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict and/or describe the size, quality and character of the Project, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and

Architect/Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Architect/Engineer's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.".

11. *Drawings.* That part of the Contract Documents prepared or approved by an Architect or Engineer which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

12. *Effective Date of the Agreement.* The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

13. *Field Order.* A written order issued by Architect/Engineer's or COUNTY which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

14. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY , payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificates, electrical certificates, mechanical certificates, plumbing certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

15. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

16. *Public Record.* All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business between the COUNTY and the CONTRACTOR.

17. *Samples.* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

18. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

19. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

20. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

21. *Surety*. The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

22. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

23. *Work.* Services as defined in each individual Work Order to be paid for in accordance with the unit prices indicated in CONTRACTOR's bid.

23. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

ARTICLE 2
WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, construction management and contract administration services for site development, permitting, regulatory matters, testing, environmental mitigation, traffic, landscaping, accounting, coordination, and construction of the Project..

2.2 Commencement of Work and Notices to Proceed. The Date of Commencement of all Work shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the

CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and

b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). If required by the specific services outlined in the Work Order, the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR'S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR'S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

ARTICLE 3
CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4.1 General Responsibilities

1. CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

2. The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

3. CONTRACTOR understands and acknowledges that all documents and materials provided with the RFP and any addenda, are general and preliminary, and that CONTRACTOR shall not rely on the accuracy or completeness thereof. CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4. CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, Professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

5. CONTRACTOR shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

6. The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of the COUNTY.

7. CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

8. CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

9. The CONTRACTOR shall employ and maintain a full time on-site an Authorized Representative who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY, dedicated to each Work Order full time, shall have full authority to act on behalf of the

CONTRACTOR, and all communications given to the Authorized Representative shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the CONTRACTOR'S Authorized Representative shall be mailed to the address set forth in the Contract for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR'S duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right to direct removal of any Authorized Representative of the CONTRACTOR assigned to the Project. Any change in the Authorized Representative of CONTRACTOR assigned to the Project shall be subject to the COUNTY'S prior approval.

10. The CONTRACTOR shall not employ any subcontractor or consultant against whom the COUNTY may have reasonable objection.

11. The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners or shareholders who holds ten (10%) percent or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or ten percent plus shareholder) any person, entity, subcontractor, consultant, design professional, materialman, supplier, or any other subcontractor performing any Work or the Project. CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any Contract on this Project in which it has a common financial interest.

12. The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

13. The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

14. CONTRACTOR shall deliver to the COUNTY both prior to commencing each Work Orderand also at the completion of the Project and before receipt of Final Payment, a DVD video of the Project showing the site before Work is commenced, the site as it progresses on a monthly basis, and after Work has been completed for any vertical construction project valued over $200,000.00. CONTRACTOR shall identify on the DVD the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

15. CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the site of any Work Order.

16. The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs

directly related to its usage of areas in which it has taken Beneficial Occupancy.

17. Maintenance of Traffic. The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY 48 hours in advance of any traffic detour.

18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

19. Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

20. Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

21. Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

ARTICLE 5
PAYMENT

5.1 Schedule of Values. The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed.

5.2 Progress Payments

A. Applications for Payments

1. All payments made to the CONTRACTOR, whether Partial or Final, shall be strictly in accordance with Section 218.70, Florida Statutes, addressing payment, retainage and punchlist procedures for the performance of public works projects to which the Project applies. CONTRACTOR is required to include Section 218.70, Florida Statutes, in all Subcontractor and vendor agreements. At least 25 business days before the date established for each progress payment (but not more often than once a month),

CONTRACTOR shall submit to COUNTY for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Such supporting documents shall include but not be limited to releases from all parties who have served Notices to CONTRACTOR for the Project, a current release from CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and a monthly dated CPM schedule for Projects valued over $200,000.00. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR'S entitlement to receive payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that COUNTY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect COUNTY'S interest therein, all of which must be satisfactory to COUNTY.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR'S legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be 10% of the Contract Price for all projects valued at $200,000.00 or more, or as otherwise stipulated in the Work Order. Retainage will not be held for projects valued under $200,000.00. After 50% completion of the construction, the amount of retainage withheld from each subsequent progress payment shall be five (5%) percent. "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of the Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of CONTRACTORS mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

B. Review of Applications

1. COUNTY will, within 10 business days after the date on which the Application for Payment is stamped as received by the COUNTY, either process the payment or return the Application to CONTRACTOR indicating in writing COUNTY'S reasons for refusing to recommend payment. COUNTY may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. The corrected payment requests or invoices must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

2. COUNTY and/or Architect/Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on COUNTY and/or Architect/Engineer's observations on the Site of the executed Work as an experienced and qualified professional and on COUNTY and/or ENGINEER'S review of the Application for Payment and the accompanying data and schedules, that to the best of COUNTY and/or Architect/Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is Architect/Engineer's responsibility to observe the Work.

3. By recommending any such payment Architect/Engineer will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Architect/Engineer in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by COUNTY or entitle COUNTY to withhold payment to CONTRACTOR.

4. Neither COUNTY and/or Architect/Engineer's review of CONTRACTOR'S Work for the purposes of recommending payments nor Architect/Engineer's recommendation of any payment, including final payment, will impose responsibility on Architect/Engineer to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR'S failure to comply with Laws and Regulations applicable to CONTRACTOR'S performance of the Work. Additionally, said review or recommendation will not impose responsibility on Architect/Engineer to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to COUNTY free and clear of any Liens.

5. Architect/Engineer may refuse to recommend the whole or any part of any payment if, in Architect/Engineer's opinion, it would be incorrect to make the representations to COUNTY. Architect/Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Architect/Engineer's opinion to protect COUNTY from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. COUNTY has been required to correct defective Work or complete Work; or

C. Payment Becomes Due

1. If approved, payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

D. Reduction in Payment

1. COUNTY may refuse to make payment of the full amount recommended by Architect/Engineer because:

a. claims have been made against COUNTY on account of CONTRACTOR'S performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to COUNTY to secure the satisfaction and discharge of such Liens;

c. there are other items entitling COUNTY to a set-off against the amount recommended.

d. if the Work is defective, or completed Work has been damaged requiring correction or replacement;

2. if the Work for which payment is requested cannot be verified;

3. because of the failure of CONTRACTOR to make proper payments to Subcontractor for labor, materials or equipment in connection with the Work;

4 if the Contract Price has been reduced because of Modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

5. if the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;

6. because of the CONTRACTOR'S failure to carry out the Work in accordance with the

Contract Documents, or otherwise unsatisfactory prosecution of the Work;

7. because of any other breach of, default under or violation of, or failure to comply with, the provisions of the Contract Documents.

8. If COUNTY refuses to make payment of the full amount recommended by Architect/Engineer, COUNTY must give CONTRACTOR written notice (with a copy to Architect/Engineer) within 10 business days stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. COUNTY shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by COUNTY and CONTRACTOR, when CONTRACTOR corrects to COUNTY'S satisfaction the reasons for such action.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Section 255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Section 713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in 255.05, Florida Statutes as amended from time to time. Written consent from the surety in a form acceptable to the County regarding the project or payment may be given in lieu of waivers.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;

3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6
TIME OF PERFORMANCE

6.1 Time is of the essence for each Work Order issued under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial Completion:

1. All general construction completed and the project components shall be clean, and all systems fully functional.

2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.

3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

4. All painting shall be completed; all signs installed.

5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.

7. Project site shall be cleared of the CONTRACTOR’S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.

8. All operations and maintenance manuals for all equipment shall have been submitted.

9. Manufacturers certifications and warranties shall be delivered to COUNTY.

10. All operations and maintenance training related literature, software and back-up disks have been provided.

11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.

12. All air and water balancing reports shall have been submitted.

13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work Order ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Architect/Engineer issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Section 218.70 and Section 218.735, Florida Statutes the term "Substantial Completion" is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY and Architect/Engineer do not consider the Work substantially complete, Architect/Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Architect/Engineer considers the Work substantially complete, Architect/Engineer will prepare and deliver to COUNTY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If Architect/Engineer considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

In addition to Section 218.735, Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

A. The intent of this section is for the COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist no later than 30 (thirty) days from the date of reaching Substantial Completion.
B. Within 5 (five) days of Substantial Completion of the Project, the CONTRACTOR shall schedule a walkthrough with the COUNTY ("Punchlist Walkthrough"). The purpose of the Punchlist Walkthrough is to determine that the project has achieved Substantial Completion, and if so, to develop a Punchlist of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and the COUNTY during the Punchlist Walkthrough. The COUNTY shall issue the Final Punchlist within 30 (thirty) days of the Substantial Completion date.
C. The CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Punchlist Walkthrough itself or within 25 (twenty five) days from the date of the Punchlist Walkthrough.
D. No more than 20 (twenty) days following the issuance of the Final Punchlist, the CONTRACTOR shall again initiate and request a second walkthrough ("Final Walkthrough") of the Project with the COUNTY. The purpose of the Final Walkthrough is to identify which

items on the Punchlist remain incomplete and to supplement that list as legally necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Punchlist.

E. The CONTRACTOR shall complete the Final Punchlist items within 30 (thirty) days of the date of its issuance by the COUNTY.

F. In no event may the CONTRACTOR request payment of final retainage under §218.735(7)(e), Florida Statutes, until the CONTRACTOR considers the Final Punchlist to be 100% (one hundred percent) complete.

G. The CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as: (i) the Final Punchlist is 100% (one hundred percent) complete; and (ii) the COUNTY has been able to operate or utilize the affected punchlist item for 15 (fifteen) days, whichever occurs last.

H. The CONTRACTOR acknowledges and agrees that the COUNTY may, at their option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such lists prior to Substantial Completion is to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the COUNTY during performance of the Work.

I. The CONTRACTOR acknowledges and agrees that in calculating 150% (one hundred fifty percent) of the amount which may be withheld by the COUNTY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by §218.735(7)(e), Florida Statutes, the COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such the Work activity, but rather total costs are based upon the cost of completing the Work activity based upon market conditions at the time of Final Punchlist completion.

6.1.3 If Substantial Completion has not been obtained at the Punchlist Walkthrough inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

6.1.4 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Architect/Engineer, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with

CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Architect/Engineer that such part of the Work is substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Architect/Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Architect/Engineer shall make an inspection of that part of the Work to determine its status of completion. If Architect/Engineer does not consider that part of the Work to be substantially complete, Architect/Engineer will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Architect/Engineer will promptly make a final inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Architect/Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments and §218.70 et. seq., Fla.Stat.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which

COUNTY or COUNTY'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Architect/Engineer's observation of the Work during construction and final inspection, and Architect/Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Architect/Engineer is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, Architect/Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Architect/Engineer's recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Architect/Engineer will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Architect/Engineer will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punchlist, final payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

ARTICLE 7
LIQUIDATED DAMAGES

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 If the milestones are not strictly complied with, then Liquidated damages will be assessed against the CONTRACTOR, which are agreed upon in the Work Order, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by COUNTY, and are not a penalty.

ARTICLE 8
CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;

2. Dates of commencement and cessation of the delay or change in the Work;

3. Activities on the current progress schedule affected by the delay or change in the Work;

4. Identification and demonstration that the delay or change in Work affects the critical path;

5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and

7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) calendar days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Architect/Engineer, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR’S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent

delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed $250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Architect/Engineer has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

ARTICLE 9
SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (l) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR’S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10
INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence,

recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11
TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

4. performs Work that does not conform to Work Order requirements;

5. fails to meet the Work Order schedule or fails to make progress on the Work so as to endanger performance of the Work Order;

6. abandons or refuses to proceed with any or all Work; or

7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents or Work Order.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with three (3) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the three (3) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

2. accept assignment of subcontracts pursuant to this Agreement; and

3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.6 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY , give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12
SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13
CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) calendar days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving extra cost or time and not inconsistent with the overall intent of the Contract Documents. These may be

accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

A. in the Drawings and designs, and Specifications;
B. in the method or manner of performance of the Work;
C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

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

13.8 The value of any additional Work or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
B. by negotiated lump sum; or
C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR’s own forces, CONTRACTOR shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10) percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor’s total by five (5) percent. The foregoing shall be the maximum amount allowable for subcontractor’s and CONTRACTORs actual costs as defined in Section 1.

ARTICLE 14
MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 calendar days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) calendar days prior to the time CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15

COMPLIANCE

15.1 All work, labor, materials and equipment provided under each Work order shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16
NON-DISCRIMINATION

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

ARTICLE 17
DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work

which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Project Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and time-line to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18
BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, and record that Bond with the Clerk of the Circuit Court's office, pursuant to Section 255.05, Florida Statutes, in at least an amount equal to the Contract Price for any Work Order valued at $200,000.00 or greater, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in Section 95.11, Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with Section 95.11, Florida Statutes, and applicable case law.

18.2 Insurance

18.2.1. Certificate of Insurance. One (1) certified true copy of the policy/policies must be furnished by CONTRACTOR to COUNTY prior to commencement of any Work Order including demolition, site work, site preparation or construction Work. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as additional insureds on all policies. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The insurance certificate must indicate the Project name and all other requirements set forth in Section 18 and the sample Accord Certificate of Insurance provided.

18.2.2. General Insurance Requirements

a. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

b. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY.

c. The policy(s) shall provide for 30 Days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

d. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work and/or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the COUNTY .

e. All liability polices required herein shall be written on an occurrence basis.

f. The policies shall name the COUNTY , its commissioners and staff as additional insureds as their interest may appear under this Agreement.

g. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

18.2.3. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

18.2.4. Specific Insurance Limits are as follows:

a. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation

insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Section 440, Florida Statutes and Employers Liability of limits no less than:

$500,000	each accident
$500,000	disease - policy limit
$500,000	each employee

b. Commercial General Liability - including but not limited to bodily injury, $2,000,000 per location aggregate covering all Work performed under this Agreement. The insurance shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), COUNTY's and CONTRACTORS Protective, Products and Completed Operations.

c. Automobile Liability - including bodily injury and property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than Agreement.

d. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.

e. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

g. Property Insurance/Builders Risk (if applicable) – CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

This insurance shall:

1. include the interests of COUNTY, CONTRACTOR, subcontractors, Architect/Engineer, Architect/Engineer's consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect/Engineer;

5. allow for partial utilization of the Work by COUNTY ;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Architect/Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

8. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Architect/Engineer, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 19
PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work Order shall be warranteed and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, hurricane design, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 48 hours of receipt of written notice. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to performed the work at CONTRACTOR'S expense and may backcharge CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR'S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Design Phase and Construction Phase. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. Design Criteria Professional shall review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Design Criteria Documents and shall provide comments, if any, within fifteen (15) days of receiving such documents.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21
SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be

affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22
PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its

normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23
UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including

incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

ARTICLE 24
HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25
AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR’S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26
PUBLIC RECORDS

26.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

26.1.1 Keep and maintain public records required by the County to perform the Agreement.
26.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
26.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.
26.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE Monterey Road, Stuart, FL 34996.**

26.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 27
ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to

perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28
ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court and in Bankruptcy Proceedings.

28.2 In cases other than outlined in Section 28.1, the parties expressly agree that each party will bear its own attorney’s fees incurred in connection with this Agreement.

ARTICLE 29
NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30 day prior written notice to the other party given in accordance with the provisions of this Section.

ARTICLE 30
RESOLUTION OF CLAIMS AND DISPUTES

30.1 Mediation. As a condition precedent to the filing any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party 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 COUNTY shall select the mediator, who, if selected solely by the COUNTY, 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 mediator

30.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

30.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

ARTICLE 31
MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be

responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Remedies and Choice of Law. This Contract is to be governed by the law of the state in which the Project is located. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in Martin County, Florida.

31.4 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

FEDERAL AND STATE CONTRACT CLAUSES

1. Definitions

    a. State Highway Agency (SHA). All references to State Highway Agency (SHA) shall also mean Martin County and/or Local Agency (LA).

    b. State Highway Agency (SHA) Contracting Officer. All references to the State Highway Agency (SHA) Contracting Officer shall also mean Martin County and/or Local Agency (LA).

2. Owner force account contracting is not applicable to this CONTRACT.

3. Subcontracting

    a. CONTRACTOR shall perform, with its own organization, contract work amounting to not less than thirty percent (30%) of the total original contract price, excluding any specialty items designated by the State as indicated in Form FHWA-1273 Section VI – Subletting or Assigning the Contract which is attached hereto and incorporated herein as Exhibit A to this Agreement.
    b. CONTRACTOR shall not permit any of the CONTRACT work to be performed under a subcontract, unless such arrangement has been authorized by the COUNTY in writing. Prior to authorizing a subcontract, the COUNTY shall assure that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime CONTRACT.
    c. CONTRACTOR shall submit FDOT Form 700-010-36, Certification of Sublet Work, to the COUNTY prior to, or at, the mandatory Pre-Construction Meeting. During the Project if a subcontractor is added or deleted from the previously submitted Certification, an updated Certification of Sublet Work must be submitted to the COUNTY. For added subcontractors, the revised Certification must be submitted a minimum of five (5) working days prior to the subcontractor beginning work on the Project site. The FDOT Form 700-010-36 may be updated during the Project by the FDOT. CONTRACTOR is to check the FDOT website for the most recent version of Form 700-010-36, Certification of Sublet Work, at http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp.

4. FHWA-1273

    a. The CONTRACTOR shall insert into each subcontract Form FHWA-1273 (Exhibit A to this Agreement) in its entirety and with no modifications to, and further require Form FHWA-1273 to be included in any lower tier subcontract or purchase order that may in turn be made. Form FHWA-1273 may not be incorporated by reference in any case. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the federal provisions outlined in Form FHWA-1273.
    b. Certified Payroll Statements are required each week by the CONTRACTOR and

all subcontractors for all contracts exceeding $2,000. The CONTRACTOR shall be responsible for submitting his and all subcontractors certified payrolls to the COUNTY within seven (7) calendar days of CONTRACTOR's and subcontractor's pay day. For example, if pay day is on Tuesday each week, the certified payrolls are due to the COUNTY by the following Tuesday. Failure to submit certified payrolls by their due dates will result in sanctions by the COUNTY which include but are not limited to withholding progress payments.

c. The CONTRACT is assisted by federal U.S. Department of Transportation funds. The CONTRACTOR is responsible for following 49 CFR 26. The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Good faith efforts shall be made to encourage subcontracts with State of Florida Department of Transportation (FDOT) Certified Disadvantaged Business Enterprises (DBEs).

For a list of certified DBEs please go to the Equal Opportunity Office on the FDOT website at:
https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp

The FDOT's current DBE Program race-neutral goal is 8.60%. To view their plan, methodology for determining their goal and learn more about the DBE Program visit FDOT's website at:
http://www.dot.state.fl.us/equalopportunityoffice/dbeplan.shtm

The FDOT Equal Opportunity Office implemented a new system called the Equal Opportunity Compliance (EOC) that replaced the current Bizweb application. EOC was made available to the public for use on October 3rd, 2012. This application is used statewide by FDOT Contractors and Consultants to collect, review, and report DBE Commitments, Payments and the submission of Bidder Opportunity list.

Contractors will be responsible for submitting Bidder Opportunity List, DBE Commitments and Payments in EOC. For more information visit FDOT's website at: http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm

5. Payment Applications

a. Each payment application shall include:

1. FDOT Form #700-020-02 (Construction Compliance with Specifications and Plans).

2. FDOT Form #700-011-13 (Certification Compliance w/EEO Provisions on Federal Aid Contracts)

b. Beginning with the second Application for Payment, each Application shall include:

1. FDOT Form #700-010-38 (Certification Disbursement of Previous Periodic Payment to Subcontractors)
2. Disadvantaged Business Enterprise {DBE} Payment Certification) *if applicable*

6. The CONTRACTOR shall comply with the cost principles and procedures set forth in 48 CFR 31. Reasonable costs of renting construction equipment are allowable; but the allowability of charges of equipment rentals from any division, subsidiary of organization under common control of the CONTRACTOR will be determined in accordance with 48 CFR 31.205-36(b)(3).

7. CONTRACTOR purchased equipment for State or Local Ownership is not allowed. Use of publicly owned equipment is not allowed on the PROJECT.

8. Materials produced by convict labor are prohibited from use on the PROJECT unless specific written authority for such use is obtained from FDOT and/or FHWA and such materials are produced by convicts on parole, supervised release or probation from prison.

9. The CONTRACTOR must furnish all materials to be incorporated in the PROJECT and the CONTRACTOR shall be permitted to select the sources from which the materials are to be obtained. The COUNTY shall not impose any requirement or enforce any procedure which operates to require the use of, or provides a price differential in favor of, articles or materials produced within the State of Florida.

10. There will be no credit to the Project as a result of salvaged materials or equipment.

11. Source of Supply-Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a

statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

12. CONTRACTOR must follow 23 CFR 635.411 for payment of any premium or royalty fees on any patented or proprietary material, specification or process set forth in the plans and/or specifications of the PROJECT.

13. Prequalification – For projects with an original contract award amount that is equal to or greater than $250,000 and is on either the National Highway System (NHS) or the State Highway System (SHS), the CONTRACTOR certifies that it is on the FDOT's Prequalified Contractor List.

14. Buy America – All steel or iron used must be produced in the United States, in accordance with 23 CFR 635.410, as amended. The CONTRACTOR has completed the Buy American Certification of Compliance form attached hereto and made a part hereof as Exhibit C.

15. Suspension and Debarment - The CONTRACTOR agrees to comply with 49 CFR 29 for all primary and lower tiered covered transactions as outlined in FHWA-1273 Section X of Exhibit A which is attached hereto and made a part hereof. The CONTRACTOR has completed the certification regarding debarment form attached hereto and made a part hereof as Exhibit E of the AGREEMENT.

16. Drug Free Workplace Certification – The CONTRACTOR, in accordance with Florida Statute 287.087, certifies that it has and will maintain a drug-free workplace. The CONTRACTOR has completed the included Drug-Free Workplace Certification form included in and made a part hereof as Exhibit G of the AGREEMENT.

17. Certification Regarding Lobbying – The CONTRACTOR agrees to comply with 49 CFR 20 for all primary and lower tiered transactions which exceed $100,000 as outline in FHWA-1273 Section XI of Exhibit A of this AGREEMENT. The CONTRACTOR has completed the certification regarding lobbying form attached hereto and made a part hereof as Exhibit F of the AGREEMENT.

18. Non-Collusion Affidavit – The CONTRACTOR has completed the Non-Collusion Affidavit attached hereto and made a part hereof as Exhibit D of the AGREEMENT.

19. The COUNTY has no local or State of Florida hiring preference for this PROJECT.

20. This PROJECT does not allow for Indian hiring preference according to 23 CFR 635.127.

21. No public agencies are allowed to submit bid proposals to the COUNTY or to the CONTRACTOR. The CONTRACTOR shall not enter into any subcontract, lower tier

transaction or purchase order with a public agency unless in the case of a concession agreement as defined in 23 CFR 710.703.

22. Access to Records

a. The Contractor agrees to provide USDOT FDOT, FHWA, the Comptroller General of the United States and COUNTY or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

b. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONTRACTOR agrees to maintain same until Martin County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

c. Program fraud and false or fraudulent statements or related acts:

1. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

2. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FHWA, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

3. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

23. CONTRACTOR agrees to comply with Section II of FHWA-1273 (Exhibit A to this AGREEMENT) which outlines the CONTRACTOR's responsibilities to ensure non-discrimination, equal employment opportunities and civil rights during the performance of the CONTRACT.

24. The CONTRACTOR will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training."

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Wage Rates

Current wage tables may be obtained at: http://www.dot.state.fl.us/construction/wage.shtm

or at: http://www.wdol.gov

The wage tables may be updated during the bid process. Please check the website 10 days prior to bid opening for the most current tables before submitting your bids. The wage table current ten (10) days prior to bid opening will be the wage rate table included in the CONTRACT.

General Decision Number: FL170259 03/10/2017 FL259

Superseded General Decision Number: FL20160259

State: Florida

Construction Type: Building

County: Martin County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017.

The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	03/10/2017

ASBE0060-001 03/02/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 34.58	12.57

ELEC0728-003 03/01/2016

	Rates	Fringes

ELECTRICIAN.....$ 30.00 10.85

ENGI0487-019 07/01/2016

	Rates	Fringes
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	$ 23.75	9.20

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton Capacity and Over.....	$ 33.05	9.20
All Cranes Over 15 Ton Capacity.....	$ 32.05	9.20
OPERATOR: Forklift.....	$ 23.25	9.20
OPERATOR: Mechanic.....	$ 32.05	9.20
OPERATOR: Oiler.....	$ 23.50	9.20

IRON0272-001 10/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	$ 24.21	8.28

IRON0402-001 10/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	$ 22.34	10.15

PLUM0630-005 01/01/2017

	Rates	Fringes
PIPEFITTER.....	$ 27.46	12.13

PLUM0630-007 01/01/2017

	Rates	Fringes
PLUMBER.....	$ 27.46	12.13

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* SFFL0821-004 01/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	$ 26.98	18.17

SUFL2014-023 08/16/2016

	Rates	Fringes

CARPENTER	$ 17.49	3.33
CEMENT MASON/CONCRETE FINISHER	$ 13.06	0.70
IRONWORKER, REINFORCING	$ 18.25	0.00
LABORER: Common or General	$ 10.77	0.00
LABORER: Mason Tender - Cement/Concrete	$ 11.69	0.00
LABORER: Pipelayer	$ 13.56	1.34
OPERATOR: Bulldozer	$ 15.40	1.90
OPERATOR: Grader/Blade	$ 18.97	0.00
OPERATOR: Loader	$ 16.00	2.82
OPERATOR: Roller	$ 14.43	4.78
PAINTER: Brush, Roller and Spray	$ 14.53	2.48
ROOFER	$ 19.98	4.77
SHEET METAL WORKER, Includes HVAC Duct Installation	$ 18.52	1.01
TILE SETTER	$ 18.01	0.00
TRUCK DRIVER: Dump Truck	$ 13.22	2.12
TRUCK DRIVER: Lowboy Truck	$ 14.24	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the

survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CONTRACTOR PERFORMANCE EVALUATION

Report Type: ☐Interim ☐Completion of Construction

Project Name: _____

Project Location: _____

Contractor Name: _____

Contractor Project Manager Name: _____

Contractor Address: _____

Bid #: _____ Contract Dates: _____ to _____

Project Complexity: ☐Difficult ☐Routine

Description of Work:

Amount of Basic Contract:	$	Date of Award:	
Amount of Change Orders:	$	Original Contract Completion Date:	
Liquidated Damages Assessed:	$	Revised Contract Completion Date:	
Net Amount Paid to Contractor:	$	Date Work Accepted:	

Performance Elements	Excellent	Good	Average	Poor
Quality of Work	☐	☐	☐	☐
Timely Performance	☐	☐	☐	☐
Effectiveness of Management	☐	☐	☐	☐
Compliance with Labor Standards	☐	☐	☐	☐
Compliance with Safety Standards	☐	☐	☐	☐

Overall Rating: ☐Excellent (explain) ☐Good ☐Average ☐Poor (explain)

This evaluation represents the opinion of the project manager in the County department responsible for this project.

Preparer's Name: _____ Title: _____

Preparer's Signature: _____ Date: _____

Department Director Signature: _____

Signed copy to: Contractor (upon final payment)
Save document in P:/project_evaluation using naming convention: contractorname MM-YY.

NOTE TO CONTRACTOR: AN OVERALL RATING OF POOR WILL RESULT IN DETERMINATION OF "NON-RESPONSIBLE VENDOR" BY MARTIN COUNTY AND REJECTION OF BID FOR FUTURE PROJECTS.

RFP2017-2935
MARINE CONTRACTING SERVICES

Description	% Discount
Discount from the "Total Including Overhead and Profit" cost for each element listed in the current R.S. Means Building Construction Cost Data Annual Edition	

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement**.** Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Company Name	Name of Authorized Representative (Print)
Street Address	Title
City, State, Zip	E-mail Address
Telephone	Authorized Signature

BIDDER'S QUALIFICATION STATEMENT/
STATEMENT OF BUSINESS ORGANIZATION

The signatory of the Statement guarantees the truth and accuracy of all statements and of answers to all questions hereinafter made. Failure to complete and return this Statement, or any false statement therein may render a bid non-responsive at the sole discretion of the Martin County Board of County Commissioners. All portions of the Statement must be completed.

Bid #
Company Name
Address
Telephone
E-mail Address

1. If a corporation, please answer the following:
   Date of Incorporation:
   In what state:
   President's Name:
   Vice President's Name:
   Secretary's Name:
   Treasurer's Name:

2. If a partnership, please answer the following:
   Date of Organization:
   General or association?
   Name and Address of each general partner

3. If neither a corporation nor partnership, please provide the following information:
   Type of business organization:
   Date of Organization:
   Name and Address of each principal:

4. Current State of Florida Certified Contractor's License Number
   Expiration Date

5. Name of license holder/ qualifying agent exactly as it appears on file with the State of Florida's Construction Industry Licensing Board:

6. Current Martin County Occupational License Number (if applicable)
   Expiration Date

7. DUNS #

8. Federal Employer ID # (FEIN)

9. Are you a Disadvantage Business Enterprise (DBE) or Woman-Owned Business Enterprise (WBE)? Yes ☐ No ☐ If yes, provide Certificate.

10. Are you a small business as defined by the SBA? Yes ☐ No ☐ If yes, number of employees

11. Number of years in business under this name:

12. Number of years in business under other names:

13. How many years' experience in performing the type of work called for in this bid?

14. In what other lines of business do you or your organization or any partners thereof have financial interests?

15. Does your firm have any officer, owner, employee or agent who is also an officer, employee or advisory board member of Martin County? Yes ☐ No ☐ If yes, you may not submit a bid (see instructions to bidders).

16. Have you or your organization, or any office or partner thereof, failed to complete a contract? Yes ☐ No ☐

17. Has your organization ever been assessed liquidated damages for failing to complete a Contract within the time specified in the Contract Documents?
Yes ☐ No ☐

18. Has your organization been assessed any penalties for non-compliance violations of the Federal or State Labor laws and/or regulations within the last five (5) years?
Yes ☐ No ☐

19. Does your organization have any outstanding judgments, demands or liens resulting from violating the State Labor laws, the Business and Professions Regulation statutes, Civil or Criminal decisions?
Yes ☐ No ☐

20. Have there been any suits, liens or surety claims against you or your organization over the past five (5) years for non-payment of sums due subcontractors or suppliers for work completed?
Yes ☐ No ☐

21. Has your organization been cited for violations of OSHA standards and requirements within the past 5 years?
Yes ☐ No ☐

22. Is either the Bidder or its principals presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency? Yes ☐ No ☐

Please explain all questions answered "yes" in questions above on a separate sheet of paper along with this Statement, if necessary.

Bidder must provide proof of a minimum of three (3) projects similar to this scope of services performed within the last five years:

Project Name
Location
Description of Work
Date of Contract
Contract Award Amount
Contact Person
Telephone Number
E-mail Address

Project Name
Location
Description of Work
Date of Contract
Contract Award Amount
Contact Person
Telephone Number
E-mail Address

Project Name
Location
Description of Work
Date of Contract
Contract Award Amount
Contact Person
Telephone Number
E-mail Address

_____
Authorized Signature

_____
Print Name & Title

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-040-62
PROCUREMENT
04/07

BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE
7. ☐ Subcontractor ☐ Subconsultant
8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

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1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE
7. ☐ Subcontractor ☐ Subconsultant
8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

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1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE
7. ☐ Subcontractor ☐ Subconsultant
8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

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1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE
7. ☐ Subcontractor ☐ Subconsultant
8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)
LETTERS OF RESPONSE (LOR)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)

TITLE VI/ NONDISCRIMINATION POLICY STATEMENT

Martin County Board of County Commissioners assures the Florida Department of Transportation that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

Martin County Board of County Commissioners further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.

2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.

3. Insert the clauses of *Appendix A* of this agreement in every contract subject to the Acts and the Regulations.

4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.

5. Participate in training offered on Title VI and other nondiscrimination requirements.

6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.

7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Dated: 7/14/2014

By: _____
Taryn Kryzda, County Administrator

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

AGREEMENT BETWEEN COUNTY AND CONTRACTOR
FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this 25th day of April in the year, 2017, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: (hereinafter CONTRACTOR)	Brothers' Construction, Inc. 6526 S. Kanner Highway Stuart, FL 34997
Contract Name:	Marine Contracting
Contract Number:	RFB2017-2935
Total Contract Value:	$2,500,000.00 (to all vendors combined over 5 years)
Contract Term:	Three (3) years plus two optional 1-year renewals

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ARTICLE 1
DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs*.
   a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
   b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
   e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. *Addenda.* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

6. *Claim.* A demand or assertion by COUNTY or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), Work Order, entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict and/or describe the size, quality and character of the Project, the Bonds, these General

Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Architect/Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents.

9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Architect/Engineer's written recommendation of final payment.

10. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement.".

11. *Drawings.* That part of the Contract Documents prepared or approved by an Architect or Engineer which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

12. *Effective Date of the Agreement.* The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

13. *Field Order.* A written order issued by Architect/Engineer's or COUNTY which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

14. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY , payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificates, electrical certificates, mechanical certificates, plumbing certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

15. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

16. *Public Record.* All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in

connection with the transaction of official business between the COUNTY and the CONTRACTOR.

17. *Samples.* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

18. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

19. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

20. *Substantial Completion.* The stage in construction when the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (1) the items that affect operational integrity and function of the Project must be capable of continuous use; (2) all permits and other regulatory requirements must be satisfied; and (3) a Certificate of Occupancy must be issued where one is required. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

21. *Surety*. The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

22. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

23. *Work.* Services as defined in each individual Work Order to be paid for in accordance with the unit prices indicated in CONTRACTOR's bid.

23. *Work Order*. A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

ARTICLE 2
WORK/PRELIMINARY REQUIREMENTS

2.1 Work. CONTRACTOR agrees to furnish and complete all authorized and approved

work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, construction management and contract administration services for site development, permitting, regulatory matters, testing, environmental mitigation, traffic, landscaping, accounting, coordination, and construction of the Project..

2.2 Commencement of Work and Notices to Proceed. The Date of Commencement of all Work shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and

b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). If required by the specific services outlined in the Work Order, the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR'S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR'S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

ARTICLE 3
CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4.1 General Responsibilities

1. CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

2. The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

3. CONTRACTOR understands and acknowledges that all documents and materials provided with the RFP and any addenda, are general and preliminary, and that CONTRACTOR shall not rely on the accuracy or completeness thereof. CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4. CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, Professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

5. CONTRACTOR shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

6. The CONTRACTOR agrees to bind specifically every Professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of the COUNTY.

7. CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

8. CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

9. The CONTRACTOR shall employ and maintain a full time on-site an Authorized Representative who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY, dedicated to each Work Order full time, shall have full authority to act on behalf of the CONTRACTOR, and all communications given to the Authorized Representative shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the CONTRACTOR'S Authorized Representative shall be mailed to the address set forth in the Contract for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR'S duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right to direct removal of any Authorized Representative of the CONTRACTOR assigned to the Project. Any change in the Authorized Representative of CONTRACTOR assigned to the Project shall be subject to the COUNTY'S prior approval.

10. The CONTRACTOR shall not employ any subcontractor or consultant against whom the COUNTY may have reasonable objection.

11. The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners or shareholders who holds ten (10%) percent or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or ten percent plus shareholder) any person, entity, subcontractor, consultant, design professional, materialman, supplier, or any other subcontractor performing any Work or the Project. CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any Contract on this Project in which it has a common financial interest.

12. The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings on-site in good order and annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents (thus creating "As-Built Documents") and provided to the COUNTY, and the COUNTY approves those As-Built Documents.

13. The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss the Work under the Contract.

14. CONTRACTOR shall deliver to the COUNTY both prior to commencing each Work Orderand also at the completion of the Project and before receipt of Final Payment, a DVD video of the Project showing the site before Work is commenced, the site as it progresses on a

monthly basis, and after Work has been completed for any vertical construction project valued over $200,000.00. CONTRACTOR shall identify on the DVD the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

15. CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the site of any Work Order.

16. The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The COUNTY will assume the utility costs directly related to its usage of areas in which it has taken Beneficial Occupancy.

17. Maintenance of Traffic. The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR'S responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection. The CONTRACTOR shall notify all such agencies and the COUNTY 48 hours in advance of any traffic detour.

18 The CONTRACTOR is responsible for adequate drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

19. Fire hydrant on or adjacent to the highway shall be kept accessible and no obstruction shall be placed within fifteen feet (15') of any hydrant.

20. Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

21. Where the COUNTY determines it to be necessary for maintaining the security of livestock or adjacent property or for protection of pedestrians, the CONTRACTOR shall erect and operate under temporary security fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

ARTICLE 5
PAYMENT

5.1 Schedule of Values. The CONTRACTOR's Unit Price Proposal for each Work Order shall serve as the schedule of values for basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Work will be based on the number of units completed.

5.2 Progress Payments

A. Applications for Payments

1. All payments made to the CONTRACTOR, whether Partial or Final, shall be strictly in accordance with Section 218.70, Florida Statutes, addressing payment, retainage and punchlist procedures for the performance of public works projects to which the Project applies. CONTRACTOR is required to include Section 218.70, Florida Statutes, in all Subcontractor and vendor agreements. At least 25 business days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to COUNTY for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Such supporting documents shall include but not be limited to releases from all parties who have served Notices to CONTRACTOR for the Project, a current release from CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and a monthly dated CPM schedule for Projects valued over $200,000.00. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR'S entitlement to receive payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that COUNTY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect COUNTY'S interest therein, all of which must be satisfactory to COUNTY.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR'S legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be 10% of the Contract Price for all projects valued at $200,000.00 or more, or as otherwise stipulated in the Work Order. Retainage will not be held for projects valued under $200,000.00. After 50% completion of the construction, the amount of retainage withheld from each subsequent progress payment shall be five (5%) percent. "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of the Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of CONTRACTORS mobilization, general conditions, supervision or like items which do not involve

permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

B. Review of Applications

1. COUNTY will, within 10 business days after the date on which the Application for Payment is stamped as received by the COUNTY, either process the payment or return the Application to CONTRACTOR indicating in writing COUNTY'S reasons for refusing to recommend payment. COUNTY may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. The corrected payment requests or invoices must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

2. COUNTY and/or Architect/Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on COUNTY and/or Architect/Engineer's observations on the Site of the executed Work as an experienced and qualified professional and on COUNTY and/or ENGINEER'S review of the Application for Payment and the accompanying data and schedules, that to the best of COUNTY and/or Architect/Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is Architect/Engineer's responsibility to observe the Work.

3. By recommending any such payment Architect/Engineer will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Architect/Engineer in the Contract Documents; or (ii) that there may not be other matters

or issues between the parties that might entitle CONTRACTOR to be paid additionally by COUNTY or entitle COUNTY to withhold payment to CONTRACTOR.

4. Neither COUNTY and/or Architect/Engineer's review of CONTRACTOR'S Work for the purposes of recommending payments nor Architect/Engineer's recommendation of any payment, including final payment, will impose responsibility on Architect/Engineer to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR'S failure to comply with Laws and Regulations applicable to CONTRACTOR'S performance of the Work. Additionally, said review or recommendation will not impose responsibility on Architect/Engineer to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to COUNTY free and clear of any Liens.

5. Architect/Engineer may refuse to recommend the whole or any part of any payment if, in Architect/Engineer's opinion, it would be incorrect to make the representations to COUNTY. Architect/Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Architect/Engineer's opinion to protect COUNTY from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. COUNTY has been required to correct defective Work or complete Work; or

C. Payment Becomes Due

1. If approved, payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

D. Reduction in Payment

1. COUNTY may refuse to make payment of the full amount recommended by Architect/Engineer because:

a. claims have been made against COUNTY on account of CONTRACTOR'S performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to COUNTY to secure the satisfaction and discharge of such Liens;

c. there are other items entitling COUNTY to a set-off against the amount recommended.

d. if the Work is defective, or completed Work has been damaged requiring correction or replacement;

2. if the Work for which payment is requested cannot be verified;

3. because of the failure of CONTRACTOR to make proper payments to Subcontractor for labor, materials or equipment in connection with the Work;

4 if the Contract Price has been reduced because of Modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

5. if the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;

6. because of the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;

7. because of any other breach of, default under or violation of, or failure to comply with, the provisions of the Contract Documents.

8. If COUNTY refuses to make payment of the full amount recommended by Architect/Engineer, COUNTY must give CONTRACTOR written notice (with a copy to Architect/Engineer) within 10 business days stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. COUNTY shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by COUNTY and CONTRACTOR, when CONTRACTOR corrects to COUNTY'S satisfaction the reasons for such action.

5.3 CONTRACTOR'S Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.4 The CONTRACTOR shall promptly pay all Subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY, out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR

on account of such person's portion of the Work. The CONTRACTOR shall, by appropriate agreement with each Subcontractor or other person, require each subcontractor or other person to make payments to Sub-subcontractors in similar manner.

5.5 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.6 In accordance with the provisions of Section 255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by Section 713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for, or to induce payment of, a progress payment or a final payment; such waivers shall comply with the form set forth in 255.05, Florida Statutes as amended from time to time. Written consent from the surety in a form acceptable to the County regarding the project or payment may be given in lieu of waivers.

5.7 If one or more "Notice of Non-Payment" is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the COUNTY. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If CONTRACTOR fails to satisfy the nonpayment, COUNTY may make payment and back charge CONTRACTOR for any and all costs associated with such payment.

5.8 Progress. If at any time during the progress of Work, CONTRACTOR'S actual progress is inadequate to meet the requirements of the Contract, COUNTY may, but is not required to, notify CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of CONTRACTOR:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;

3. Reschedule the Work in conformance with the specification requirements.

5.9 Neither such notice by COUNTY nor COUNTY'S failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by the Contract.

ARTICLE 6
TIME OF PERFORMANCE

6.1 Time is of the essence for each Work Order issued under this Agreement.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial Completion:

1. All general construction completed and the project components shall be clean, and all systems fully functional.

2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.

3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

4. All painting shall be completed; all signs installed.

5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.

7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.

8. All operations and maintenance manuals for all equipment shall have been submitted.

9. Manufacturers certifications and warranties shall be delivered to COUNTY.

10. All operations and maintenance training related literature, software and back-up disks have been provided.

11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.

12. All air and water balancing reports shall have been submitted.

13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work Order ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Architect/Engineer issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Architect/Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Section 218.70 and Section 218.735, Florida Statutes the term "Substantial Completion" is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes,

including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY and Architect/Engineer do not consider the Work substantially complete, Architect/Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Architect/Engineer considers the Work substantially complete, Architect/Engineer will prepare and deliver to COUNTY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If Architect/Engineer considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

In addition to Section 218.735, Florida Statutes, punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

A. The intent of this section is for the COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist no later than 30 (thirty) days from the date of reaching Substantial Completion.
B. Within 5 (five) days of Substantial Completion of the Project, the CONTRACTOR shall schedule a walkthrough with the COUNTY ("Punchlist Walkthrough"). The purpose of the Punchlist Walkthrough is to determine that the project has achieved Substantial Completion, and if so, to develop a Punchlist of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and the COUNTY during the Punchlist Walkthrough. The COUNTY shall issue the Final Punchlist within 30 (thirty) days of the Substantial Completion date.
C. The CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Punchlist Walkthrough itself or within 25 (twenty five) days from the date of the Punchlist Walkthrough.
D. No more than 20 (twenty) days following the issuance of the Final Punchlist, the CONTRACTOR shall again initiate and request a second walkthrough ("Final Walkthrough") of the Project with the COUNTY. The purpose of the Final Walkthrough is to identify which items on the Punchlist remain incomplete and to supplement that list as legally necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Punchlist.
E. The CONTRACTOR shall complete the Final Punchlist items within 30 (thirty) days of the date of its issuance by the COUNTY.
F. In no event may the CONTRACTOR request payment of final retainage under §218.735(7)(e), Florida Statutes, until the CONTRACTOR considers the Final Punchlist to be 100% (one hundred percent) complete.
G. The CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as: (i) the Final Punchlist is 100% (one hundred percent) complete; and (ii) the COUNTY has been able to operate or utilize the affected punchlist item for 15 (fifteen) days, whichever occurs last.
H. The CONTRACTOR acknowledges and agrees that the COUNTY may, at their option, during performance of the Work and prior to Substantial Completion, issue lists of

identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such lists prior to Substantial Completion is to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the COUNTY during performance of the Work.

I. The CONTRACTOR acknowledges and agrees that in calculating 150% (one hundred fifty percent) of the amount which may be withheld by the COUNTY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by §218.735(7)(e), Florida Statutes, the COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such the Work activity, but rather total costs are based upon the cost of completing the Work activity based upon market conditions at the time of Final Punchlist completion.

6.1.3 If Substantial Completion has not been obtained at the Punchlist Walkthrough inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

6.1.4 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Architect/Engineer, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Architect/Engineer that such part of the Work is substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Architect/Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Architect/Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Architect/Engineer shall make an inspection of that part of the Work to determine its status of completion. If Architect/Engineer does not consider that part

of the Work to be substantially complete, Architect/Engineer will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Architect/Engineer will promptly make a final inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Architect/Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments and §218.70 et. seq., Fla.Stat.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which COUNTY or COUNTY'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Architect/Engineer’s observation of the Work during construction and final inspection, and Architect/Engineer’s review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Architect/Engineer is satisfied that the Work has been completed and CONTRACTOR’S other obligations under the Contract Documents have been fulfilled, Architect/Engineer will, within ten days after receipt of

the final Application for Payment, indicate in writing Architect/Engineer's recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Architect/Engineer will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Architect/Engineer will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punchlist, final payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or

b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

ARTICLE 7
LIQUIDATED DAMAGES

7.1 Milestones, milestone completion dates and applicable liquidated damages shall be in accordance with the Work Order.

7.2 If the milestones are not strictly complied with, then Liquidated damages will be assessed against the CONTRACTOR, which are agreed upon in the Work Order, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by COUNTY, and are not a penalty.

ARTICLE 8
CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;

2. Dates of commencement and cessation of the delay or change in the Work;

3. Activities on the current progress schedule affected by the delay or change in the Work;

4. Identification and demonstration that the delay or change in Work affects the critical path;

5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and

7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR shall have notified the COUNTY in writing within seven (7) calendar days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waive any and all claims for damages which they may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by the COUNTY , Architect, Architect/Engineer, or its agents, and waives damages which it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein being the CONTRACTOR’S sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed $250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR as compensation for damages for any delays or hindrances from

any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided CONTRACTOR have otherwise satisfied the requirements of this Contract, the CONTRACTOR shall be entitled to an increase in the Contract sum based upon approved general condition, insurance, and bond premium costs resulting from delays for which the Architect/Engineer has approved by Change Order. an extension of time for performance; provided, however, COUNTY shall not be required to pay such additional amounts for any days following the date on which CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

ARTICLE 9
SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which CONTRACTOR or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from COUNTY before proceeding with any Work affected. CONTRACTOR shall remain liable to COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (l) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. CONTRACTOR’S failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

ARTICLE 10
INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11
TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;

2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;

3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

4. performs Work that does not conform to Work Order requirements;

5. fails to meet the Work Order schedule or fails to make progress on the Work so as to endanger performance of the Work Order;

6. abandons or refuses to proceed with any or all Work; or

7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents or Work Order.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with three (3) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the three (3) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;

2. accept assignment of subcontracts pursuant to this Agreement; and

3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

11.6 Should the CONTRACTOR'S Contract be terminated for any reason, the CONTRACTOR shall, at no additional cost to the COUNTY , give written permission to the COUNTY to utilize all design documents necessary for the purpose of completing the Project with another CONTRACTOR.

ARTICLE 12
SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13
CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY, a request for proposal will be issued to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The request for proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates and mark-ups. The CONTRACTOR shall complete and return the request for proposal to the COUNTY within ten (10) calendar days from receipt thereof. The request for proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The request for proposal may then be: 1) issued as a Change Order in accordance with the provisions of the Contract Documents; 2) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or 3) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work not involving extra cost or time and not inconsistent with the overall intent of the Contract Documents. These

may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

A. in the Drawings and designs, and Specifications;
B. in the method or manner of performance of the Work;
C. in the COUNTY -furnished facilities, equipment, materials, services or site; or
D. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

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

13.8 The value of any additional Work or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
B. by negotiated lump sum; or
C. cost plus. If this option is selected, COUNTY reserves the right to request any and all documentation from CONTRACTOR in support of its foregoing actual costs, and CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by CONTRACTOR’s own forces, CONTRACTOR shall be entitled to a percentage mark-up for actual costs as defined in Section 1 of ten (10)

percent.

13.10 For changes in the Work performed by subcontractors, (a) the subcontractor shall be entitled to mark-up the cost of the change(s) by ten (10) percent, and (b) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by five (5) percent. The foregoing shall be the maximum amount allowable for subcontractor's and CONTRACTORs actual costs as defined in Section 1.

ARTICLE 14
MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional 15 calendar days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) calendar days prior to the time CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility

for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15
COMPLIANCE

15.1 All work, labor, materials and equipment provided under each Work order shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16
NON-DISCRIMINATION

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

ARTICLE 17
DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Correction of Defective Work. Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Project Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and time-line to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18
BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, and record that Bond with the Clerk of the Circuit Court's office, pursuant to Section 255.05, Florida Statutes, in at least an amount equal to the Contract Price for any Work Order valued at

$200,000.00 or greater, covering the faithful performance of this Agreement and all CONTRACTOR'S faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its authorization to do business in the State of Florida is terminated or it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, CONTRACTOR shall within five (5) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in Section 95.11, Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with Section 95.11, Florida Statutes, and applicable case law.

18.2 Insurance

18.2.1. Certificate of Insurance. One (1) certified true copy of the policy/policies must be furnished by CONTRACTOR to COUNTY prior to commencement of any Work Order including demolition, site work, site preparation or construction Work. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as additional insureds on all policies. The statement "Additional Insureds" is to be listed in the Description Block of the Insurance Certificate. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The insurance certificate must indicate the Project name and all other requirements set forth in Section 18 and the sample Accord Certificate of Insurance provided.

18.2.2. General Insurance Requirements

a. CONTRACTOR and, where designated, each of its subconsultants, Professionals, and subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

b. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY.

c. The policy(s) shall provide for 30 Days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

d. The policy(s) shall be written for the estimated construction Work, commencing with the initial demolition, Site Work and/or Site preparation and ending at the Final Completion date, and shall contain an endorsement providing for extension of the policy(s) for up to two (2) years. The Products and Completed Operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the COUNTY .

e. All liability polices required herein shall be written on an occurrence basis.

f. The policies shall name the COUNTY , its commissioners and staff as additional insureds as their interest may appear under this Agreement.

g. All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

18.2.3. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

18.2.4. Specific Insurance Limits are as follows:

a. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Section 440, Florida Statutes and Employers Liability of limits no less than:

$500,000	each accident
$500,000	disease - policy limit
$500,000	each employee

b. Commercial General Liability - including but not limited to bodily injury, $2,000,000 per location aggregate covering all Work performed under this Agreement. The insurance shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), COUNTY's and CONTRACTORS Protective, Products and Completed Operations.

c. Automobile Liability - including bodily injury and property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than Agreement.

d. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than $1,000,000.

e. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

g. Property Insurance/Builders Risk (if applicable) – CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

This insurance shall:

1. include the interests of COUNTY, CONTRACTOR, subcontractors, Architect/Engineer, Architect/Engineer's consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by COUNTY prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect/Engineer;

5. allow for partial utilization of the Work by COUNTY ;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by COUNTY, CONTRACTOR, and Architect/Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

8. The COUNTY and CONTRACTOR waive all rights against each other and any of their subcontractors, agents and employees and the Architect/Engineer, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to Work, except as to proceeds of such insurance held by CONTRACTOR as fiduciary.

18.2.5 Waiver of Subrogation. CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of

Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 19
PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work Order shall be warranteed and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed in good workmanship and shall be in accordance with all plans and specifications and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, hurricane design, and applicable Florida Building Code. CONTRACTOR warrants all Work against defects for a period of one year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by CONTRACTOR or any of its subcontractors.

19.2 CONTRACTOR shall repair or replace the defective Work and cure such defect within 48 hours of receipt of written notice. CONTRACTOR warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should CONTRACTOR fail to timely cure such defects, COUNTY may proceed to performed the work at CONTRACTOR'S expense and may backcharge CONTRACTOR for all costs associated with the work.

19.3 CONTRACTOR agrees to require that all of its subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy CONTRACTOR’S obligations in this Agreement; and CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of final payment. CONTRACTOR agrees to defend and indemnify COUNTY against all fees and costs should CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2-year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Design Phase and Construction Phase. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

20.3 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CONTRACTOR proposes to conform the construction to the Contract Documents.

20.4 The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples and similar submittals. Design Criteria Professional shall review Shop Drawings, Product Data, Samples and similar submittals for compliance with the Design Criteria Documents and shall provide comments, if any, within fifteen (15) days of receiving such documents.

20.5 Responsibility. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by COUNTY'S approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed COUNTY of such deviation at the time of the submittal and COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by COUNTY'S approval thereof.

ARTICLE 21
SAFETY

21.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and Users who may be affected thereby. The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the COUNTY for review. The COUNTY may, but shall not be obligated to, make suggestions and recommendations to the CONTRACTOR with respect thereto.

21.2 All Work, whether performed by the CONTRACTOR, its subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall

govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22
PROTECTION OF WORK AND PROPERTY

22.1 CONTRACTOR shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. COUNTY, its insurance carriers, or representatives may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Contract.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23
UTILITY COORDINATION

23.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

23.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

ARTICLE 24
HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 25
AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR'S financial books and records concerning this Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the later of an audit is completed and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the final completion certificate.

ARTICLE 26
PUBLIC RECORDS

26.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

26.1.1 Keep and maintain public records required by the County to perform the

Agreement.

26.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

26.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

26.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE Monterey Road, Stuart, FL 34996.**

26.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 27
ASSIGNMENT

27.1 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and SURETIES.

27.2 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 28
ATTORNEY'S FEES AND COSTS

28.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court and in Bankruptcy Proceedings.

28.2 In cases other than outlined in Section 28.1, the parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

ARTICLE 29
NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONTRACTOR at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30 day prior written notice to the other party given in accordance with the provisions of this Section.

ARTICLE 30
RESOLUTION OF CLAIMS AND DISPUTES

30.1 Mediation. As a condition precedent to the filing any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party 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 COUNTY shall select the mediator, who, if selected solely by the COUNTY, 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 mediator

30.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

30.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

ARTICLE 31
MISCELLANEOUS

31.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

31.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it

a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

31.3 Remedies and Choice of Law. This Contract is to be governed by the law of the state in which the Project is located. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in Martin County, Florida.

31.4 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

31.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

Kevin Abbate
Parks & Recreation Director

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Taryn Kryzda
County Administrator

APPROVED AS TO FORM & LEGAL SUFFICIENCY BY COUNTY ATTORNEY

BROTHERS' CONSTRUCTION, INC.

Wade E. Diekman
President

EXHIBIT A
FEDERAL AND STATE CONTRACT CLAUSES

1. Definitions

    a. State Highway Agency (SHA). All references to State Highway Agency (SHA) shall also mean Martin County and/or Local Agency (LA).

    b. State Highway Agency (SHA) Contracting Officer. All references to the State Highway Agency (SHA) Contracting Officer shall also mean Martin County and/or Local Agency (LA).

2. Owner force account contracting is not applicable to this CONTRACT.

3. Subcontracting

    a. CONTRACTOR shall perform, with its own organization, contract work amounting to not less than thirty percent (30%) of the total original contract price, excluding any specialty items designated by the State as indicated in Form FHWA-1273 Section VI – Subletting or Assigning the Contract which is attached hereto and incorporated herein as Exhibit A to this Agreement.
    b. CONTRACTOR shall not permit any of the CONTRACT work to be performed under a subcontract, unless such arrangement has been authorized by the COUNTY in writing. Prior to authorizing a subcontract, the COUNTY shall assure that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime CONTRACT.
    c. CONTRACTOR shall submit FDOT Form 700-010-36, Certification of Sublet Work, to the COUNTY prior to, or at, the mandatory Pre-Construction Meeting. During the Project if a subcontractor is added or deleted from the previously submitted Certification, an updated Certification of Sublet Work must be submitted to the COUNTY. For added subcontractors, the revised Certification must be submitted a minimum of five (5) working days prior to the subcontractor beginning work on the Project site. The FDOT Form 700-010-36 may be updated during the Project by the FDOT. CONTRACTOR is to check the FDOT website for the most recent version of Form 700-010-36, Certification of Sublet Work, at http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp.

4. FHWA-1273

    a. The CONTRACTOR shall insert into each subcontract Form FHWA-1273 (Exhibit A to this Agreement) in its entirety and with no modifications to, and further require Form FHWA-1273 to be included in any lower tier subcontract or purchase order that may in turn be made. Form FHWA-1273 may not be incorporated by reference in any case. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the federal provisions outlined in Form FHWA-1273.

b. Certified Payroll Statements are required each week by the CONTRACTOR and all subcontractors for all contracts exceeding $2,000. The CONTRACTOR shall be responsible for submitting his and all subcontractors certified payrolls to the COUNTY within seven (7) calendar days of CONTRACTOR's and subcontractor's pay day. For example, if pay day is on Tuesday each week, the certified payrolls are due to the COUNTY by the following Tuesday. Failure to submit certified payrolls by their due dates will result in sanctions by the COUNTY which include but are not limited to withholding progress payments.

c. The CONTRACT is assisted by federal U.S. Department of Transportation funds. The CONTRACTOR is responsible for following 49 CFR 26. The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Good faith efforts shall be made to encourage subcontracts with State of Florida Department of Transportation (FDOT) Certified Disadvantaged Business Enterprises (DBEs).

For a list of certified DBEs please go to the Equal Opportunity Office on the FDOT website at:
https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp

The FDOT's current DBE Program race-neutral goal is 8.60%. To view their plan, methodology for determining their goal and learn more about the DBE Program visit FDOT's website at:
http://www.dot.state.fl.us/equalopportunityoffice/dbeplan.shtm

The FDOT Equal Opportunity Office implemented a new system called the Equal Opportunity Compliance (EOC) that replaced the current Bizweb application. EOC was made available to the public for use on October 3rd, 2012. This application is used statewide by FDOT Contractors and Consultants to collect, review, and report DBE Commitments, Payments and the submission of Bidder Opportunity list.

Contractors will be responsible for submitting Bidder Opportunity List, DBE Commitments and Payments in EOC. For more information visit FDOT's website at: http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm

5. Payment Applications

a. Each payment application shall include:

1. FDOT Form #700-020-02 (Construction Compliance with Specifications and Plans).

2. FDOT Form #700-011-13 (Certification Compliance w/EEO Provisions on Federal Aid Contracts)

b. Beginning with the second Application for Payment, each Application shall include:

1. FDOT Form #700-010-38 (Certification Disbursement of Previous Periodic Payment to Subcontractors)
2. Disadvantaged Business Enterprise {DBE} Payment Certification) *if applicable*

6. The CONTRACTOR shall comply with the cost principles and procedures set forth in 48 CFR 31. Reasonable costs of renting construction equipment are allowable; but the allowability of charges of equipment rentals from any division, subsidiary of organization under common control of the CONTRACTOR will be determined in accordance with 48 CFR 31.205-36(b)(3).

7. CONTRACTOR purchased equipment for State or Local Ownership is not allowed. Use of publicly owned equipment is not allowed on the PROJECT.

8. Materials produced by convict labor are prohibited from use on the PROJECT unless specific written authority for such use is obtained from FDOT and/or FHWA and such materials are produced by convicts on parole, supervised release or probation from prison.

9. The CONTRACTOR must furnish all materials to be incorporated in the PROJECT and the CONTRACTOR shall be permitted to select the sources from which the materials are to be obtained. The COUNTY shall not impose any requirement or enforce any procedure which operates to require the use of, or provides a price differential in favor of, articles or materials produced within the State of Florida.

10. There will be no credit to the Project as a result of salvaged materials or equipment.

11. Source of Supply-Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1)

a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

12. CONTRACTOR must follow 23 CFR 635.411 for payment of any premium or royalty fees on any patented or proprietary material, specification or process set forth in the plans and/or specifications of the PROJECT.

13. Prequalification – For projects with an original contract award amount that is equal to or greater than $250,000 and is on either the National Highway System (NHS) or the State Highway System (SHS), the CONTRACTOR certifies that it is on the FDOT's Prequalified Contractor List.

14. Buy America – All steel or iron used must be produced in the United States, in accordance with 23 CFR 635.410, as amended. The CONTRACTOR has completed the Buy American Certification of Compliance form attached hereto and made a part hereof as Exhibit C.

15. Suspension and Debarment - The CONTRACTOR agrees to comply with 49 CFR 29 for all primary and lower tiered covered transactions as outlined in FHWA-1273 Section X of Exhibit A which is attached hereto and made a part hereof. The CONTRACTOR has completed the certification regarding debarment form attached hereto and made a part hereof as Exhibit E of the AGREEMENT.

16. Drug Free Workplace Certification – The CONTRACTOR, in accordance with Florida Statute 287.087, certifies that it has and will maintain a drug-free workplace. The CONTRACTOR has completed the included Drug-Free Workplace Certification form included in and made a part hereof as Exhibit G of the AGREEMENT.

17. Certification Regarding Lobbying – The CONTRACTOR agrees to comply with 49 CFR 20 for all primary and lower tiered transactions which exceed $100,000 as outline in FHWA-1273 Section XI of Exhibit A of this AGREEMENT. The CONTRACTOR has completed the certification regarding lobbying form attached hereto and made a part hereof as Exhibit F of the AGREEMENT.

18. Non-Collusion Affidavit – The CONTRACTOR has completed the Non-Collusion Affidavit attached hereto and made a part hereof as Exhibit D of the AGREEMENT.

19. The COUNTY has no local or State of Florida hiring preference for this PROJECT.

20. This PROJECT does not allow for Indian hiring preference according to 23 CFR 635.127.

21. No public agencies are allowed to submit bid proposals to the COUNTY or to the CONTRACTOR. The CONTRACTOR shall not enter into any subcontract, lower tier

transaction or purchase order with a public agency unless in the case of a concession agreement as defined in 23 CFR 710.703.

22. Access to Records

a. The Contractor agrees to provide USDOT FDOT, FHWA, the Comptroller General of the United States and COUNTY or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

b. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONTRACTOR agrees to maintain same until Martin County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

c. Program fraud and false or fraudulent statements or related acts:

1. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

2. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FHWA, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

3. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

23. CONTRACTOR agrees to comply with Section II of FHWA-1273 (Exhibit A to this AGREEMENT) which outlines the CONTRACTOR's responsibilities to ensure non-discrimination, equal employment opportunities and civil rights during the performance of the CONTRACT.

24. The CONTRACTOR will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training."

EXHIBIT B

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT C
Wage Rates

Current wage tables may be obtained at: http://www.dot.state.fl.us/construction/wage.shtm

or at: http://www.wdol.gov

The wage tables may be updated during the bid process. Please check the website 10 days prior to bid opening for the most current tables before submitting your bids. The wage table current ten (10) days prior to bid opening will be the wage rate table included in the CONTRACT.

General Decision Number: FL170259 03/10/2017 FL259

Superseded General Decision Number: FL20160259

State: Florida

Construction Type: Building

County: Martin County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	03/10/2017

ASBE0060-001 03/02/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 34.58	12.57

ELEC0728-003 03/01/2016

	Rates	Fringes
ELECTRICIAN	$ 30.00	10.85

ENGI0487-019 07/01/2016

	Rates	Fringes
OPERATOR:		
Backhoe/Excavator/Trackhoe	$ 23.75	9.20

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton Capacity and Over	$ 33.05	9.20
All Cranes Over 15 Ton Capacity	$ 32.05	9.20
OPERATOR: Forklift	$ 23.25	9.20
OPERATOR: Mechanic	$ 32.05	9.20
OPERATOR: Oiler	$ 23.50	9.20

IRON0272-001 10/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 24.21	8.28

IRON0402-001 10/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 22.34	10.15

PLUM0630-005 01/01/2017

	Rates	Fringes
PIPEFITTER	$ 27.46	12.13

PLUM0630-007 01/01/2017

	Rates	Fringes
PLUMBER	$ 27.46	12.13

* SFFL0821-004 01/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 26.98	18.17

SUFL2014-023 08/16/2016

	Rates	Fringes
CARPENTER	$ 17.49	3.33

CEMENT MASON/CONCRETE FINISHER	$ 13.06	0.70
IRONWORKER, REINFORCING	$ 18.25	0.00
LABORER: Common or General	$ 10.77	0.00
LABORER: Mason Tender - Cement/Concrete	$ 11.69	0.00
LABORER: Pipelayer	$ 13.56	1.34
OPERATOR: Bulldozer	$ 15.40	1.90
OPERATOR: Grader/Blade	$ 18.97	0.00
OPERATOR: Loader	$ 16.00	2.82
OPERATOR: Roller	$ 14.43	4.78
PAINTER: Brush, Roller and Spray	$ 14.53	2.48
ROOFER	$ 19.98	4.77
SHEET METAL WORKER, Includes HVAC Duct Installation	$ 18.52	1.01
TILE SETTER	$ 18.01	0.00
TRUCK DRIVER: Dump Truck	$ 13.22	2.12
TRUCK DRIVER: Lowboy Truck	$ 14.24	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EXHIBIT D

BUY AMERICA CERTIFICATE OF COMPLIANCE

The Bidder/Contractor hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder/Contractor acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: Brothers' Construction, Inc.

Authorized By: _____
(Signature)

Authorized By: Wade E. Diekman/President
(Print Name/Title)

Date: 4/25/2017

EXHIBIT E

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: Martin
BID LETTING OF: RFP2017-2935

I, Wade E. Diekman (NAME), hereby declare that I am

Presient (TITLE) of Brothers' Construction, Inc. (FIRM)

of Stuart, Florida (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Wade E Diekman/President
NAME AND TITLE PRINTED

BY: _____
SIGNATURE

WITNESS: _____

WITNESS: _____

Executed on this 25th day of April, 2017

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT F

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
10/01

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By _____ Date: 4/25/2017
Authorized Signature

Title: President

Instructions for Certification

1 . By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction','participant', 'person', primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

EXHIBIT G

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Brothers' Construction, Inc.

By: Wade E. Diekman Date: 4/25/2017

Authorized Signature: _____

Title: President

EXHIBIT H

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder/Contractor, in accordance with Florida Statute 287.087 hereby certifies that

Brothers' Construction, Inc. does:

(Name of Business)

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

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

Bidder/Contractor Signature

4/25/2017

Date

EXHIBIT I

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

375-040-68
PROCUREMENT
01/11

Contract No: _____

Financial Project No(s): _____

Project Description: Martin County Marine Contracting Services

_____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Brothers' Construction, Inc.

Authorized Signature: _____

Title: President

Date: 4/25/2017

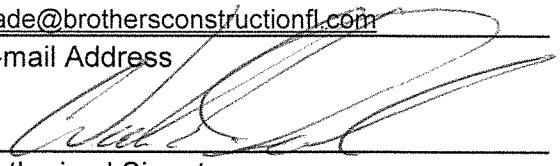
RFP2017-2935
MARINE CONTRACTING SERVICES

Description	% Discount
Discount from the "Total Including Overhead and Profit" cost for each element listed in the current R.S. Means Building Construction Cost Data Annual Edition	-17%

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Brothers' Construction, Inc. Company Name	Wade E. Diekman Name of Authorized Representative (Print)
6526 S. Kanner Hwy., #345 Street Address	President Title
Stuart. FL 34997 City, State, Zip	wade@brothersconstructionfl.com E-mail Address
(772)692-9477 Telephone	 Authorized Signature

RE: Martin County RFB 2017-2935 - Marine Contracting Services
Nicole Carey
to:
'Tracy Telle'
01/05/2018 09:55 AM
Cc:
Gelencia Carter, Malina Colasuonno
Hide Details
From: Nicole Carey <ncarey@martin.fl.us>
To: 'Tracy Telle' <TTelle@City-FtPierce.Com>
Cc: Gelencia Carter <gcarter@city-ftpierce.com>, Malina Colasuonno <mcolasuo@martin.fl.us>
Security:
Some images were prevented from loading. Show Images

Martin County has no objection.

Nicole Carey
Purchasing Manager
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996
772-288-5481

From: Tracy Telle [mailto:TTelle@City-FtPierce.Com]
Sent: Friday, January 05, 2018 9:50 AM
To: Pur_div
Cc: Gelencia Carter
Subject: Martin County RFB 2017-2935 - Marine Contracting Services

The City of Fort Pierce would like to piggy-back the above referenced contract between Martin County and Brothers' Construction. Mr. Wade Diekman with Brothers' Construction had previously forwarded an executed copy of the agreement to me and upon reviewing the contract I noticed there is no clause authorizing other governmental entities to utilize this contract.

When you have an opportunity will you please respond to this email with either your concurrence or denial to this request?

Thank you for your time and if you need any additional information please feel free to contact me at the number noted below.

Tracy S. Telle | Assistant City Engineer | City of Fort Pierce
Engineering Department
Phone: 772.467.3776 Fax: 772.460-6847 100 North U.S. 1 Fort Pierce, FL 34950

Website| Facebook| Survey

THE SUNRISE CITY FORT PIERCE Florida

BROTHERS' CONSTRUCTION, INC.

Melody Lane Emergency Seawall Repair

Cost Estimate

Concrete wall:					
1	Mobilization including payment & performance bonds and insurance	1	LS	$75,000.00	$75,000.00
2	Erosion protection	1	LS	$5,000.00	$5,000.00
3	M.O.T. including temporary barrier wall and signage	1	LS	$28,000.00	$28,000.00
4	Concrete & compaction testing, turbidity monitoring	1	LS	$6,500.00	$6,500.00
5	Pre- & post-construction building surveys, vibration monitoring	1	LS	$12,000.00	$12,000.00
6	Demolition including disposal of existing wall cap and sidewalk	1	LS	$88,000.00	$88,000.00
7	Precast concrete, sheet pile (precast 7'-10" widths X 8" thick) various lengths up to 14', reinforced with #5 bars @ 6" O.C. E.W.	510	LF	$210.00	$107,100.00
8	Concrete king & batter piles (14 " square FDOT prestressed concrete @ 8' O.C.) 20' king pile lengths and 35' batter pile lengths including precast panel installation and driven batter piles	510	LF	$718.00	$366,180.00
9	Closure pour/tie-in allowance at wall terminations, pipe penetrations & wall deflections/corners	1	LS	$5,000.00	$5,000.00
10	Panel closures including non-shrink grout and filter fabric at concrete panel joints, geotextile fabric consist of 2' strips extending from bottom of cap to 2' below waterside mudline.	510	LF	$45.00	$22,950.00
11	Concrete cap reinforced with seven (8) #6 bars continuous and #4 stirrups @ 12" O.C.	510	LF	$335.00	$170,850.00
12	Excavation, backfill, & compaction including excavation (removal) and reinstallation of existing riprap at waterside toe of new wall	1	LS	$73,000.00	$73,000.00
13	Sidewalk	1	LS	$25,000.00	$25,000.00
14	Sod & site restoration	1	LS	$5,000.00	$5,000.00
15	Removal and reinstallation of existing aluminum rail	510	LS	$10.00	$5,100.00
				TOTAL	**$994,680.00**
Temporary Sidewalk Repair:					
	Remove165 LF of sidewalk, plug holes in existing sheet pile with marine plywood including filter fabric, backfill and compact area, and pour new 4" thick sidewalk. This is a temporary repair with no guarantee and is only intended for short term use prior to new wall construction. Please be aware that the entire sidewalk along the entire 510 LF of failing is significantlly undermined., ADD	1	LS	$28,500.00	$28,500.00
Roadway Restoration & Contingency:					
1	Milling 1-1/4" depth, ADD	1520	SY	$6.50	$9,880.00
2	Resurfacing 1-1/2" type III, ADD	1520	SY	$17.00	$25,840.00
3	Stripping (temporary & permanent), ADD	1	LS	$5,600.00	$5,600.00
4	Contingency allowance, ADD	1	LS	$50,000.00	$50,000.00

Clarifications and Exclusions:

a. Signed and sealed engineered plans will be provided
b. We have not included any permits or permit fees.
c. We have not included any survey or as-built drawings.
d. We have not included any utility modifications or relocation.
e. We have not included excavation, removal, or disposal of any contaminated material(s) or unknown underground obstruction(s) if discovered.
f. Quote is based on accessing and performing work from the upland side and will require, at a minimum, closure of north bound travel lanes, east parallel parking stalls and possibly both lanes at northern section with no parallel parking exist.
g. New wall shall be installed at waterside of existing and all existing sheets will be cut-off below sidewalk elevation.
h. Payment and Performance Bonds in the amount of 100% of contract value are included.

THIS REQUEST

City Commission Regular Meeting **11.f.**

Meeting Date: 02/05/2018

Re: Lyle Sumek - Strategic Planning

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approve contract with Lyle Sumek Associates, Inc. for consultation services for the update of the Leadership and Strategic Plan for an amount not to exceed $23,000 in professional fees.

SUMMARY:

The City of Fort Pierce contracted with Lyle Sumek Associates in 2011, 2015 and 2017 for the creation and update of a Leadership and Strategic Plan.

RECOMMENDATION:

Approve contract with Lyle Sumek Associates, Inc.

ALTERNATIVES:

Seek another vendor; do not hold strategic planning.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Nicholas Mimms, City Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2018

Account: 00160005133490

Amount: 23,000

OTHER INFORMATION:

Funds are available in the general fund.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/24/2018 04:04 PM
City Manager	Nick Mimms	01/29/2018 08:44 AM
Form Started By: Linda Cox		Started On: 01/16/2018 03:00 PM

Final Approval Date: 01/29/2018

City of Fort Pierce Agreement
Contract 2018 - _____

City of Fort Pierce State of Florida

THIS AGREEMENT is made the 1st of December 2017, between Lyle Sumek Associates, Inc. (herein called "Contractor") and the City of Fort Pierce hereinafter called "City"), a municipal corporation organized and existing under the laws for the State of Florida.

WHEREAS, the City desires consultant services for Strategic Plan Update for the City, and

WHEREAS, the City and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein below:

1. Services: The Contractor shall provide consultation services in the creation of a Strategic Plan Update for the City under the direction of the City Manager. The Contractor shall also provide individual interviews with City Council and City Manager prior to the Strategic Planning Session. Refer to Attachment I.

2. Deliverables: The deliverables resulting from execution of this agreement shall be provided in editable formats such as Microsoft Word of other formats as acceptable per City concurrence.

3. A follow up date will be required in March, April, May or June to develop action outlines and finalize priorities – Consultant will need time to adjust and finalize the Action Outline.

4. Fees: The basic services will be performed at a cost not to exceed $23,000 in professional fees plus additional expenses and assembly and duplication required for the Final Report. The City may expand the scope and request additional services at a fee of $250.00 per hour. Services in excess of $23,000 must be agreed upon in writing prior to commencement.

5. Invoicing: The Contractor shall send invoices to the City of Fort Pierce. Approved invoices shall be paid within 30 days upon receipt of invoice.

6. General Terms and Conditions:

    a) The Contractor is performing services for the City as an Independent Contractor.

    b) The Contractor is schedule on sight February 12-13, 2018.

    c) Contract shall comply with the most current Federal and State of Florida Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.

Copyright © 2017: Lyle Sumek Associates, Inc.

7. The City Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the City. If the contract is terminated for the convenience of the City, the City will pay the Contractor for costs incurred to date of termination. If termination is less than 3 weeks from the retreat date – City will be charged for any work done on the project and charged for ½ day of the actual retreat time that was scheduled; if within 1 week of the retreat the charge will include 1 full day; and if less than 2 days the City will be responsible for the entire time scheduled for the actual retreat.

   d) Should any part of the Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of the Agreement. Cancellation Fee

   e) This Agreement has been made and entered into the State of Florida, and the laws of Florida shall govern the validity and interpretation of this Agreement in the performance due hereunder.

   f) The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the City and Contractor other than that which is expressly stated herein. The City is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The Contract's agents and employees shall not be considered employees of the City for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the City.

   g) The Contractor will maintain proper insurance coverage throughout the duration of the contract. Insurance is carried through Hayward Brown Insurance, Bunnell, FL. The Contractor has sent the insurance company a request to forward copies to the City.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

LYLE J. SUMEK	CITY OF FORT PIERCE
Date: December 1, 2017	Date: _____
By: Lyle J Sumek	By: _____
Printed Name: Lyle J. Sumek	Printed Name: Nick Mimms
Position: President/Owner	Position: City Manager
Witnesses Julie Sumek	Witnesses _____
Printed Name: Julie Sumek	Printed Name:

City Commission Regular Meeting **11.g.**

Meeting Date: 02/05/2018

Re: Recommendation of Award for Bid #2018-006 - SHIP Home Rehabilitation Project

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Approve Gentile Corporation as the lowest responsive bidder to Bid #2018-006 for an amount not to exceed $25,710 for rehabilitation of 206 North 18th Court, funded through the State Housing Initiatives Partnership (SHIP) Program.

SUMMARY:

According to the SHIP Local Housing Assistance Plan (LHAP) the City may provide Owner-Occupied Housing rehabilitations to upgrade substandard houses for income-eligible owner-occupied households on a first come, first qualified, first served basis.
The bid was sent to 437 vendors. Five (5) vendors requested specifications with two (2) responding (40%) plus 0 "No Bid".

RECOMMENDATION:

Approve Gentile Corporation as the lowest responsive bidder for Bid # 2018-006 for the amount not to exceed $25,710 to rehabilitate the home located at 206 North 18th Court.

ALTERNATIVES:

Do not approve the award of Bid # 2018-006.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance
Gelencia Carter, Manager of Purchasing

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017-18
Account:	10595025548310
Amount:	25,710

OTHER INFORMATION:

This expenditure will be reimbursed to the City via SHIP funds.

Attachments

Tabulation - Bid 2018-006

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/24/2018 04:02 PM
City Manager	Nick Mimms	01/29/2018 08:44 AM

Form Started By: Libby Woodruff Started On: 01/23/2018 01:06 PM

Final Approval Date: 01/29/2018

CITY OF FORT PIERCE
TABULATION OF BIDS

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

BID ON:	**HOUSING REHABILITATION PROJECT 206 NORTH 18TH COURT**
BID NUMBER:	**2018-006**
DATE:	01/22/18 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
2 of 5 = 40 %
0 "No Bids"
Total = 40 %

VENDOR	TOTAL
Gentile Corp. West Palm Beach, FL	**$25,710.00**
A Thomas Construction, Inc. Fort Pierce, FL	**$34,850.00**

PLEASE NOTE:

- **COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.**

COPY

DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Procurement Department P.O. Box 1480 Fort Pierce, FL 34954-1480	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Contact: Sheldon Lawrence , 772-467-3747	Bid No: 2018-006
Mandatory Site Visit Date: 10:00AM, THURSDAY, DECEMBER 28, 2018	Bid Title: HOUSING REHABILITATION PROJECT FOR 206 NORTH 18TH COURT
Mandatory Site Visit Location: 206 N. 18TH COURT FORT PIERCE, FL 34950	Bid Opening Location: City of Ft. Pierce Purchasing Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00PM, THURSDAY, JANUARY 18, 2017	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Gentile Corp Mailing Address: 3160 Turtle Cove West Palm Bch Florida 33411	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X Oswaldo Trozzi Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name: Oswaldo Trozzi
Type of Entity (Circle One): (Corporation) Partnership Proprietorship	Title: President
Incorporated in the State of: FL Year:	Delivery in 60 days, ARO
Phone Number: (954) 520-0548 (772) 342-6928	Payment Terms: Net 30 Days
Fax Number: (772) 448-8967	FEIN or SS Number: 46 197 6266
E-Mail Address: gentile.llc@comcast.net	Local Business: ✓Y __N MWBE: ✓Y __N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, OSCAR FROZ-NI, (Contractor's Name) certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

OSCAR FROZ-NI
(Contractor's Name)

City of Fort Pierce
(Recipient's Name)

Oscar Froz-Ni
(Authorized Signature)

Date: 1/16/18

OSCAR FROZ-NI
(Print Name)

President
(Title)

Division Contract Number

3160 turtle cove
(Street and Address)

West Palm Beach FL, 33411
(City, State, Zip)

DRUG-FREE WORK PLACE FORM

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

Textile Corp
(Name of Business)

does:

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

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

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

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

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

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

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

Omar Tinajero
Proposer's Signature

1/16/18
Date

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Textile Corp

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3160 Turtle Cove

Requester's name and address (optional)

City, state, and ZIP code
West Palm Bch, FL 33411

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
46 : 197 6266

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

REVISED
BID RESPONSE FORM

Bid Item	**HOUSING REHABILITATION PROJECT FOR 206 NORTH 18TH COURT**		
Bid Number	**2018-006**	**Due Date & Time**	**3:00PM, THURSDAY, JANUARY 22, 2018**

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL
Replace roof; strip rotted decking and framing, as necessary	$ 9700
Add gutters	$ 1200
Repair interior ceilings damaged from leaking roof	$ 1190
Replace HVAC	$ 5750
Add accordion hurricane shutters – 17 windows	$ 4890
Re-glaze windows, replace broken/missing panes, window cranks, handles, screens, as needed; replace putty around window framing as needed;	$ 990
Pressure wash and paint home exterior	$ 1990
Total	$ 25,710

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	1/18/2018

Vendor Gentile Corp

Address 3160 Horse Cove

City, State, Zip Code West Palm Bch FL, 33411

Email Address gentilellc@comcast.net

Typed Name, Title, Oscar Frozini President

Signature Oscar Frozini **Date** 1/21/18

Telephone # (954) 520-0548 **Fax #**

(*Please include Remit to address if different than address stated above

Remit To:

Check blocks below for applicable minority indicators:

☐ *Asian Indian* ☐ ☐ *Black* ☐ ☐ *Asian Pacific* ☐ *Hispanic* ☑

☐ *Native American* ☐ *Small Business* ☑ ☐ *Women Owned* ☐ *Small Disadvantage*

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

100 North U.S.1, P.O. Box 1480
Fort Pierce, Florida, 34954-1480

Phone: 772-467-3748
Fax: 772-467-3848

REFERENCE CHECK FORM
(Please print or type)

Bid Number: 2018-006 **Title:** Housing Rehabilitation Project – 206 North 18th Court
Proposer/Respondent Name: Gentile Corp
Reference Company Name: St Lucie County Housing and Community Services
Telephone #: (772) 462-5143 **Fax #:** (772) 462-2255
Contact Name: Connie McIver **Email:** mciver@stlucieco.org

Reference Instructions: Submit a minimum of three (3) References – Fill out top portion only. The City will send form to the referenced company for completion after the City's receipt of form in Bid.

The above company submitted a proposal to provide janitorial services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772)467-3848.

- When did this company work for you? From:_____ To:_____
- How would you describe the Contractor:

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes No Maybe

- On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5
- Add any information/comments that might help us evaluate their ability to perform for us?

_____

THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT
Florida

100 North U.S.1, P.O. Box 1480
Fort Pierce, Florida, 34954-1480

Phone: 772-467-3748
Fax: 772-467-3848

REFERENCE CHECK FORM

(Please print or type)

Bid Number: 2018-006 **Title:** Housing Rehabilitation Project – 206 North 18th Court
Proposer/Respondent Name: Ventile Corp
Reference Company Name: Port St Lucie Police Department
Telephone #: (772) 201-3064 **Fax #:** (772) 873-6520
Contact Name: Lisa Smith **Email:** lwsmith@cityofpsl.com

Reference Instructions: Submit a minimum of three (3) References – Fill out top portion only. The City will send form to the referenced company for completion after the City's receipt of form in Bid.

The above company submitted a proposal to provide janitorial services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772)467-3848.

- When did this company work for you? From:_____ To:_____
- How would you describe the Contractor:

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes No Maybe

- On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5
- Add any information/comments that might help us evaluate their ability to perform for us?

_____

THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT
Florida

100 North U S.1, P.O. Box 1480
Fort Pierce, Florida, 34954-1480

Phone: 772-467-3748
Fax: 772-467-3848

REFERENCE CHECK FORM

(Please print or type)

Bid Numb er: 2018-006 **Title:** Housing Rehabilitation Project -206 North 18th Court
Proposer/Res ondent Name: Equitie Corp
Reference Co ipany Name: City of Hollywood Dept. of Community and Economic Development
Telephone #: (954) 921-3271 **Fax #:** (954) 921-3390
Contact Nam e: Cindy Milan **Email:** cmilan@hollywoodfl.org

Reference Ins ructions: Submit a minimum of three (3) References – Fill out top portion only. The City will send fo rm to the referenced company for completion after the City's receipt of form in Bid.

The above com pany submitted a proposal to provide janitorial services to the City of Fort Pierce. He/she listed you as a refere ce. Please complete the questions below and fax back to (772)467-3848.

- When did th is company work for you? From:_____ To:_____
- How would you describe the Contractor:

Quality of Work: _____

Dependabi ty: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you c ontract with this Contractor again? Yes No Maybe

- On a scale o 1 to 5, how would you rate his/her work in general? 1 2 3 4 5
- Add any inf rmation/comments that might help us evaluate their ability to perform for us?

_____

_____

_____

_____

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checkli t is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to mak : their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to rea l and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation t Bid cover page (page 1) completed, signed and attached?	✓	
Is Bid Respor se Form completed, signed and attached?		
Is W-9 Form ompleted, signed and attached?	✓	
All prices hav been reviewed for mathematical accuracy, all price corrections in ialed, and all price extensions and totals thoroughly checked.	✓	
Include proof f proper licensing as stated in bid documents.	✓	
Include proof f proper insurance as stated in bid documents.	✓	
Bid envelope i marked accordingly.	✓	
Is Drug-Free W ork Place form signed and enclosed?	✓	
Is Debarment f rm signed and enclosed?	✓	
Are three (3) cor plete reference forms included?	✓	
Are three (3) co nplete bid packages included (one original and two copies)?	✓	
Is each Bid Ado endum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID Owen Trosclair

January 18, 2018

CITY OF FORT PIERCE

HOUSING REHABILITATION PROJECT ~ 206 NORTH 18TH COURT

BID NO. 2018-006

ADDENDUM NO. 1

The purpose of this addendum is to include a REVISED Bid Response Form and extend the opening date.

- The bid items on the original form are incorrect; please use the attached form for submitting your bid.
- The opening date has been extended to **3:00PM, Monday, January 22, 2018.**

All other conditions of this bid remain the same.

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

Signature: Omar Frozini
Manual

Signature: Osmar Frozini
Typed or Printed

Company Name: Trenlile Corp

Address: 3160 Turtle Cove
West Palm Beach FL 33411

Date: 1/21/18

/gc

Attachment: Revised Bid Form

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-139

FROZINI, OSCAR P
GENTILE CORP
3160 TURTLE COVE
WEST PALM BEACH FL 33411

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1521508 ISSUED: 07/24/2016

CERTIFIED GENERAL CONTRACTOR
FROZINI, OSCAR P
GENTILE CORP

IS CERTIFIED under the provisions of Ch 489 FS
Expiration date AUG 31, 2018
L1607240001976

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETAI

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC1521508

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

FROZINI, OSCAR P
GENTILE CORP
3160 TURTLE COVE
WEST PALM BEACH FL 33411

ISSUED: 07/24/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607240001976

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

FrankCrum Insurance Agency, Inc.
100 South Missouri Avenue
Clearwater, FL 33756

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 277-1620 X 4600 FAX (A/C, No): (727) 797-0704
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	Frank Winston Crum Insurance Company	11600
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

FrankCrum L/C/F Gentile Corp.
100 South Missouri Avenue
Clearwater, FL 33756

COVERAGES **CERTIFICATE NUMBER:** 418897 **REVISION NUMBER:** 1

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 INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$
	☐ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY	$
	OTHER:						GENERAL AGGREGATE	$
	AUTOMOBILE LIABILITY						PRODUCTS-COMP/OP AGG	$
	ANY AUTO							$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
	UMBRELLA LIAB ☐ OCCUR						PROPERTY DAMAGE (Per accident)	$
	EXCESS LIAB ☐ CLAIMS-MADE							$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC201800000	01/01/2018	01/01/2019	EACH OCCURRENCE	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						AGGREGATE	$
	(Mandatory in NH)							$
	If yes, describe under DESCRIPTION OF OPERATIONS below						X 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

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

Effective 04/27/2015, coverage is for 100% of the employees of FrankCrum leased to Gentile Corp. (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

City of Ft. Pierce
Department of Urban Redevelopment
PO Box 1480
Fort Pierce FL 349541480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2018

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.

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PRODUCER
G S Insurance Services LLC
1056 Hypoluxo Rd
Lantana FL 33462

CONTACT NAME: Melanie Shepherd
PHONE (A/C, No, Ext): 561-296-1771 FAX (A/C, No): 561-296-1772
E-MAIL ADDRESS: gsinsservice@aol.com

INSURED
Gentile Corp
3160 Turtle Cove
West Palm Beach FL 33411

INSURER(S) AFFORDING COVERAGE | NAIC #
INSURER A: United Specialty
INSURER B: Progressive
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			DCG00337	12/31/2017	12/31/2018	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000
B	AUTOMOBILE LIABILITY			19198655-5	10/25/2017	10/26/2018	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Mandatory in NH)	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

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

CERTIFICATE HOLDER

City of Ft. Pierce
Department of Urban Redevelopment Att: Purchasing Departm
PO Box 1480
Fort Pierce FL 349541480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City Commission Regular Meeting **11.h.**

Meeting Date: 02/05/2018

Re: Replacement of Two Siemens Apogee Control Panels for The Sunrise Theatre, Bi No. 2018-001 Single Source

Submitted For: John Wilkes, Executive Director, Sunrise Theatre

---

SUBJECT:

Approve to replace two (2) inoperable Apogee Control Panels by Siemens Industry, Inc., Fort Pierce, FL, at the Sunrise Theatre in an amount not to exceed $12,245.00.

SUMMARY:

Currently there are two (2) inoperable Control Panels on two HVAC units that are not operative at the Sunrise Theatre. The two HVAC units provide air conditioning to the stage and backstage areas at the theatre. Siemens technicians have indicated that the panels need to be replaced as they are out of production and parts for servicing them are no longer available. The amount for replacement is $12,245.00 as per the attached proposal dated January 11, 2018.

The Purchasing Department has reviewed and investigated this request and found that all information and justification to be correct. It is on this basis that a recommendation be made to waive the competitive procurement and that this item be treated as a "Single Source" commodity.

RECOMMENDATION:

Approval of $12,245.00 to replace the two control panels.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

John Wilkes, Executive Director of the Sunrise Theatre
Johnna Morris, Finance Director
Thomas Taylor, Technical Director of the Sunrise Theatre
Gelencia Carter, Purchasing Manager

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017/18
Account:	capital

Amount: 12,245.00

OTHER INFORMATION:

Funds are available in the FY 2017/18 Budget in the restricted capital account

Attachments

Replacement Proposal

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/30/2018 09:59 AM
City Manager	Nick Mimms	01/30/2018 11:57 AM

Form Started By: Anne Satterlee Started On: 01/23/2018 05:15 PM

Final Approval Date: 01/30/2018

Sunrise Theatre for the Performing Arts

To: Johnna Morris, Finance Director

From: Thomas Taylor, Technical Production & Facilities Manager, Sunrise Theatre

RE: Replacement of two Siemens Apogee Control Panels

Date: January 19, 2018

As per our phone discussion, I have spoken with Mr. Wilkes and Gelencia Carter about the replacement of two inoperable Apogee Control Panels from Siemens. Because of the two broken panels there are two HVAC units not in operation at this time at the theatre. The one for the stage itself and the one for backstage are not working. They need to be replaced as quickly as possible for the comfort of the performers and the crews working on the shows.

According to the technician from Siemens the panels need to be replaced as the panels are out of production and parts are no longer available to repair them. To that end, I have received a quote from Siemens in the amount of $12,245.00 to replace the two proprietary panels. Please see the attached copy of the quote. Siemens is a single source for the replacement panels for this project.

Sincerely,

Thomas Taylor

Cc: John Wilkes, Executive Director Sunrise Theatre
Gelencia Carter, Purchasing Manger

117 S. 2nd St. Fort Pierce, FL. 34950 *772-461-4884 ext. 309 * Fax 772-461-8373

SIEMENS

Proposal

Sunrise Theatre
117 S. 2nd Street
Fort Pierce, FL 34950
Attn. Thomas Taylor

No.: 74477caf-6507-4ffb-beba-991ca4bc7dcb
Date: 01/18/18

Project: **Replace APOGEE Controllers #1 and #4**

Proposal: Siemens Industry, Inc., Building Technologies Division proposes to provide and install new controllers to replace the existing APOGEE Panels #1 and #4 which are Modular Equipment Controllers (MECs). The new panels shall be APOGEE PXC style controllers. All work to be scheduled in advance and performed during normal business hours.

Investment: $ 12,245

Twelve thousand two hundred forty-five and xx/100 DOLLARS

Remarks:

Note: MEC style controllers were retired in September 2017 and parts are no longer available from our factory.

The Terms and Conditions of Sale shown on the attached are a part hereof

Proposal Accepted:
Siemens Industry, Inc. is authorized to proceed with the work as proposed.

Purchaser _____

By _____

Title _____

Date _____

Proposal Submitted:
Siemens Industry, Inc.

Seller 296 – Palm City Branch

By Bradley L. Ayres

Digitally signed by Ayres Bradley
DN: serialNumber=Z000E8UQ, givenName=Bradley, sn=Ayres, o=Siemens, cn=Ayres Bradley
Reason: I am the author of this document
Date: 2018.01.19 11:49:09 -05'00'

Title Account Executive

Date 01/18/18

This proposal is valid for 30 days

INSTALLATION TERMS AND CONDITIONS (REV. 10/09)

These Terms and Conditions are incorporated by reference and form an integral part of each proposal or agreement between Siemens Industry, Inc., Building Technologies Division. ("SIEMENS") and the party for whom the Work is to be performed ("Customer"). The portions of each proposal or agreement relating to "Scope of Work" or "Proposed Solution" (in either case "Scope"), together with these Terms and Conditions, are collectively referred to as the "Agreement".

Article 1: General

1.1 (a) The Agreement, when accepted in writing by Customer and approved by an authorized representative of SIEMENS, constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") and the equipment ("Equipment") to be provided by SIEMENS as described in the Scope (such Services and Equipment collectively referred to as "Work") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the Agreement. The Agreement and any rights or obligations thereunder may not be assigned by either party without the prior written consent of the other, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work.

(b) The terms and conditions of this Agreement shall not be modified or rescinded except in writing, signed by an authorized representative of SIEMENS. SIEMENS' performance under this Agreement is expressly conditioned on Customer's assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to SIEMENS by Customer relating to the Work.

c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

d) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All obligations arising prior to this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and the termination of this Agreement.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. All claims or disputes arising under this Agreement shall be litigated in the State, Commonwealth, or Province in which the Work is being provided to Customer hereunder.

Article 2: Work by SIEMENS

2.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by the parties. The Work performed by SIEMENS shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances and conditions.

2.2 SIEMENS shall perform the Work during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein.

2.3 SIEMENS is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the Scope set forth in this Agreement. Any Customer request to change the Scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

2.4 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS' property. To the extent specified in the Scope, Customer, its employees and agents ("Permitted Users") shall have a right to make and retain copies of Instruments except uncompiled code, and to use all Instruments, provided however, the Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular Work and location for which the Instruments were provided. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other work or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

2.5 Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts and improved skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using concepts and improved skills and know-how developed while performing this Agreement.

2.6 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. SIEMENS shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities, and Customer agrees to indemnify, hold harmless and defend SIEMENS against any claims arising out of such failures

Article 3: Responsibilities of Customer

3.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for work received from a person located at Customer's premises will be deemed authorized by Customer, and SIEMENS will, in its discretion, act accordingly.;

(b) Provide or arrange for reasonable access and make all provisions for SIEMENS to enter any site where Work is to be performed;

(c) Permit SIEMENS to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Work;

(d) Furnish SIEMENS with all available information pertinent to the Work;

(e) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those SIEMENS has expressly agreed in writing to obtain;

(f) Notify SIEMENS promptly of any site conditions requiring special care, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;

(h) Provide SIEMENS with Material Safety Data Sheets that conform to OSHA requirements related to all Hazardous Materials located at the site;

(i) Furnish to SIEMENS any contingency plans related to the site; and

(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment.

3.2 Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS' express written consent.

3.3 Customer acknowledges that it is now and shall at all times remain in control of the project site. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to Customer's activities or operations, Customer's other contractors, the work of any other person or entity, or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing health or safety issues at Customer's site, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, SIEMENS shall not be liable or responsible on account thereof.

3.4 Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Work.

3.5 Customer shall properly dispose of all ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, refrigerant and any other Hazardous Materials that at any time are present at Customer's premises, in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

Article 4. Changes; Delays; Excused Performance

4.1 As the Work is performed, conditions may change or circumstances outside SIEMENS' reasonable control (including changes of law) may develop which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify Customer and an equitable adjustment will be made to SIEMENS' compensation and time for performance. In the event conditions or circumstances require the Work to be suspended or terminated, SIEMENS shall be compensated for Work performed and for costs reasonable incurred in connection with the suspension or termination.

4.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted for additional costs SIEMENS incurs due to such delay.

Article 5: Compensation

5.1 SIEMENS shall be compensated for the Work at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead)incurred in its performance of the Work. All other services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during SIEMENS' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

5.2 SIEMENS may invoice Customer on a monthly or other progress billing basis.

Invoices are due and payable upon receipt or as otherwise set forth in the Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the Customer agrees to pay, on demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement, Customer shall reimburse SIEMENS for SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.3 Except to the extent expressly agreed in writing, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

Article 6: Warranty, Insurance and Allocation of Risk

6.1 (a) Until one year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

(b) Labor for all Work under this Agreement is warranted to be free from defects for ninety (90) days after the earlier of the date the Work is substantially completed or the date of first beneficial use.

6.2 (a) The limited warranties set forth in Section 6.1 will be void as to, and shall not apply to, any Work (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per SIEMENS' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Equipment not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS' nameplate. However, SIEMENS assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at SIEMENS' option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Work

(c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such component(s) Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.

6.3 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF SIEMENS.

6.4 SIEMENS shall maintain the following insurance while performing the Work:

Workers' Compensation	Statutory
Employers' Liability	$1,000,000 each accident
Commercial General Liability	$1,000,000 per occurrence and $5,000,000 in the aggregate
Automobile Liability	$1,000,000 per occurrence/aggregate

6.5 Risk of loss of materials and Equipment furnished by SIEMENS shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

6.6 ANYTHING HEREIN NOTWITHSTANDING, IN NO EVENT SHALL SIEMENS BE RESPONSIBLE UNDER THIS AGREEMENT FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE AND/OR LOST BUSINESS OPPORTUNITIES, WHETHER ARISING IN WARRANTY, LATE OR NON-DELIVERY OF ANY WORK, TORT, CONTRACT OR STRICT LIABILITY, AND REGARDLESS OF WHETHER CUSTOMERHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, SIEMENS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEYS FEES) ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY WORK FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE LESSER OF $1,000,000 OR THE TOTAL COMPENSATION RECEIVED BY SIEMENS FROM CUSTOMERUNDER THIS AGREEMENT. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

6.7 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Work, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 7: Hazardous Materials Provisions

7.1 The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 7.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where Work is performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Section 7.1 The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by SIEMENS before its obligations hereunder will continue.

7.2 Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 7.1 above, SIEMENS will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

7.3 Customer warrants that, prior to the execution of the Agreement, it has notified SIEMENS in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

7.4 For separate consideration of $10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under, Sections 7.1, 7.2 or 7.3.

Article 8: Import / Export Indemnity

8.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or Services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMERAGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

City Commission Regular Meeting **11.i.**

Meeting Date: 02/05/2018

Re: Review and Approval of Three (3) Commercial Facade Grant Awards

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Approval of Communitywide Council recommendations for three (3) Commercial Facade Grant awards.

SUMMARY:

The Communitywide Council independently reviewed three (3) Commercial Facade Grant applications then collaboratively recommended funding all three, totaling $15,000. These three awards will leverage over $85,000 in commercial structure improvements.

RECOMMENDATION:

Approve the Communitywide Council recommendations to provide Commercial Facade grant awards for commercial properties located at 2907 Orange Ave; 1400 Orange Ave; and 701 Avenue M.

ALTERNATIVES:

Do not approve Commercial Facade grant awards.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2017
Account:	10390025548341
Amount:	15,000.

OTHER INFORMATION:

These expenditures will be reimbursed to the City via CDBG.

Attachments

Application - 701 Avenue M

Application - 2907 Orange Ave

Application - 1400 Orange Ave

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/24/2018 04:02 PM
City Manager	Nick Mimms	01/29/2018 08:44 AM
Form Started By: Libby Woodruff		Started On: 01/23/2018 01:22 PM
Final Approval Date: 01/29/2018		

Motion - ED - 2nd - Jon

1) Provision of Financial Info
2) Handwritten Sketch - Demonstrating what he wants to Meets Req. of City Permit Process.

RECEIVED

Application Date: 11-20-17

Received by City: (Date/Time): 11-20-17 - 4:55pm

Do not write in this space

Received by (City Staff Name):

Do not write in this space

PLEASE READ THIS ENTIRE DOCUMENT BEFORE BEGINNING.

2016-2017 COMMERCIAL FAÇADE GRANT

APPLICATION

The City of Fort Pierce is excited to provide this grant opportunity to commercial property owners for façade improvements. The grant award is a 1:1 match, meaning, the City of Fort Pierce will pay $1 for every $1 the grantee contributes to the project, or 50% of façade improvement costs, up to $5,000.

The City of Fort Pierce's Commercial Façade Grant Program is aimed at revitalizing existing commercially-zoned buildings within the program target areas. See page 2 of this document for maps of the Target Areas for this grant opportunity.

The target areas for the 2016-2017 Commercial Façade Grant Opportunity are:

- Orange Avenue, from Hwy. 1 west, through 25th Street; and
- Commercial Property located on Avenue D, from Hwy. 1 west, through 25th Street

Please refer to a map of the target areas on Page 2 of the Grant Guidance.

==========

COMMERCIAL PROPERTY ADDRESS: 701 Avenue M; Fort Pierce, FL 34950

AMOUNT OF COMMERCIAL FAÇADE GRANT REQUEST: $ 5,000.00

==========

PROPERTY OWNER INFORMATION (as listed with SLC Property Appraiser)

Name of Property Owner/Grant Applicant: James Bonamo / Susan Bonamo

Mailing Address: (address, city, state, zip code)

1773 SW Columbia Street; Port St Lucie, FL 34987

Telephone (540) 598-7898 Email: JBonamo228@aol.com

CONTACT INFORMATION If we have questions regarding this application, who shall we contact?

Name: James Bonamo

Telephone: (540) 598-7898 Email: JBonamo228@aol.com

2016-2017 COMMERCIAL FAÇADE GRANT APPLICATION

PAST GRANT INFORMATION

Has the property owner **OR** any of the business owners located on this property received grants **(of any kind)** from the City of Fort Pierce? Yes (No)

If **Yes**, please complete the following for **EACH** grant received. Use additional pages, as necessary.

Grant Recipient's Name: N/A

Name of Organization/Business that received the grant: _____

Grant Amount: $ _____ Year Grant Awarded: _____

Name of Grant Program: _____

Grant Recipient's Name: N/A

Name of Organization/Business that received the grant: _____

Grant Amount: $ _____ Year Grant Awarded: _____

Name of Grant Program: _____

Grant Recipient's Name: N/A

Name of Organization/Business that received the grant: _____

Grant Amount: $ _____ Year Grant Awarded: _____

Name of Grant Program: _____

Grant Recipient's Name: N/A

Name of Organization/Business that received the grant: _____

Grant Amount: $ _____ Year Grant Awarded: _____

Name of Grant Program: _____

Has the City of Fort Pierce or the Fort Pierce Redevelopment Agency ever provided a Commercial Façade Grant for this property?

If Yes, please explain, listing the year(s) and amount(s) of the grant award(s):

N/A

✓ No ___ Unknown

LEGAL AUTHORIZATION FROM THE OWNER OF COMMERCIAL BUILDING

As the legal owner(s) of the property listed in this Commercial Façade Grant application, I/we hereby authorize completion of the façade improvements indicated in this application. My/Our proof of ownership is attached, along with proof that the taxes on this property are not delinquent.

Signature(s) of Owner(s) of Commercial Building Must Be Notarized (use additional pages if necessary)

Property Owner: Today's Date: 11/20/17

James Bonamo
Signature

James Bonamo
Print Name Here

Telephone Number: 540 5987898 Email: JBonamo228@AOL.com

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared James Bonamo, who is personally known to me or produced FLDL, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 20th day of November, 2017.

KAREN MIKE
MY COMMISSION # FF998995
EXPIRES June 05, 2020
FloridaNotaryService.com

NOTARY PUBLIC Karen Mike My Commission Expires:

Property Owner: Today's Date: _____

Signature

Print Name Here

Telephone Number: _____ Email: _____

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared _____, who is personally known to me or produced _____, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this _____ day of _____, 20___.

NOTARY PUBLIC_____ My Commission Expires: _____

2016-2017 COMMERCIAL FAÇADE GRANT APPLICATION

APPLICATION CHECKLIST

One (1) 'original', two (2) copies, including all attachments, in this order:

- ✓ A detailed Scope of Work, which must include all work proposed in the Façade Grant project, including the materials/products to be used.
- ✓ At least two (2) cost estimates for work to be performed and list of materials/products needed. Three (3) estimates are preferred on contractor letterhead with contractor contact information.
- ✓ Current photograph(s) of the property showing the façades of the building to be improved and notations on the photograph(s) describing where and what types of work will be performed.
- _ Clear notations made on photographs of the building(s), and/or notations made on separate drawings, illustrating the areas or features of the building that will be improved. Describe in detail the building materials, doors, windows, awnings, landscaping, parking, and other features that will be part of the project.
- X Landscape plans showing property boundaries, adjacent roads, building footprints, paved areas, parking areas, existing vegetation, proposed plant names/species, size of plants at time of planting, and placement of each proposed plant on the site, if needed.
- X Parking lot plans and/or sketches plans/site plans showing property boundaries, adjacent roads, building footprints, paved areas for parking and circulation, parking spaces (existing and proposed), and other pertinent information, if needed.
- X Formal construction drawings, if available, relating to the proposed improvements.
- ✓ A written explanation of the project and the improvements proposed, along with a written overview of the business currently in operation in the building to be improved, if applicable.

  If the property is currently uninhabited, please provide written and photographic <u>proof that the property is in habitable condition as defined by the City's Building Code, or that it will be made to be in habitable condition via a rehabilitation project that will coincide with the façade grant project.</u>
- ✓ Printout from St. Lucie County Property Appraiser's office showing property zoning and proof of ownership of this property.
- ✓ Property Owner, as listed with St. Lucie County Property Appraiser's office signature on this application.
- ✓ Proof that property taxes are up to date (not delinquent). Purchased in Jan, 2017 No tax Bill to Date

<u>DO NOT INCLUDE:</u>

Staples or Binding. Please use clips or rubber bands <u>only</u>.

From: Elizabeth Woodruff <ewoodruff@city-ftpierce.com>
To: Heather Debevec <hdebevec@city-ftpierce.com>
Cc: jbonamo228 <jbonamo228@aol.com>; Peggy Arraiz <PArraiz@city-ftpierce.com>
Subject: 701 Avenue M - Notice of Violation
Date: Thu, Nov 9, 2017 1:54 pm

Hello Heather,

Please accept this as my written confirmation that Mr. James Bonamo is currently working to submit a Commercial Facade Grant application to my department for funding to improve the exterior of his building located at 701 Avenue M.

Please note that the grant approval process averages 3-4 months.

I am hopeful you will extend the compliance date of November 25, 2017 listed in the Notice of Violation letter you issued to Mr. Bonamo dated October 31, 2017.

This will allow time for the approval of his commercial facade grant award which will help provide Mr. Bonamo the financial resources he needs to paint and make additional improvements to the exterior of the building.

Please advise if extending the compliance date to March 30, 2018 is possible.

Thank you for your consideration and assistance.

Kindest Regards,
Libby

Libby Woodruff | Manager, Grants Administration Division | City of Fort Pierce
Phone: 772.467.3169◆nFax: 772.466-5808◆n100 North U.S. 1◆nFort Pierce, Florida 34950

Facebook| Website| Twitter

Please Note: Florida has very broad public records laws. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please immediately notify the sender by reply e-mail and delete the e-mail and any associated materials from all devices.

Treasure Coast Roofing LLC
1816 SW Biltmore St
Port St. Lucie, FL 34984
License # CCC1330653

Estimate

Date	Estimate #
10/3/2017	1294

Phone # 772-370-9770
Fax # 772-343-8358
E-mail TCRoofingLLC@gmail.com

Name / Address
701 AVE M

Description	Rate	Amount
TEAR OFF FLAT ROOF REPLACE BAD WOOD AS NEEDED INSTALL BASE SHEET W / TIN TAGS INSTALL 3X3 DRIP EDGE INSTALL WHITE MODIFIED TORCH DOWN ROOF SYSTEM	12,600.00	12,600.00
TEAR OFF SOFFIT INSTALL VINYL SOFFIT F-TRACK J-TRACK	2,500.00	2,500.00
OPTION SILICONE SEALER	6,000.00	6,000.00
All Estimates are good for 60 days from the date on this form.	**Total**	$21,100.00

Signature _____

Carter's
CONCRETE CONSTRUCTION, INC.

5610 Smith Lane, Ft. Pierce, Florida 34982
Phone (772) 519-6087
Email: ccarter146@hotmail.com

Carter's Const: _____ Date: _____

UNION

1

JAMES BONAMO
SUSAN BONAMO
1773 SW COLUMBIA ST
FORT ST LUCIE FL 34987-2974

Account Number: 84284064
Date 12/31/17

Check out the new & improved BANKATUNION.COM! Easier to navigate. Better mobile experience. More info to help you make the best decisions for your needs. Visit us online today.

STATEMENT SUMMARY AS OF 12/31/17

SAVINGS	100,097.18

STATEMENT SAVINGS — JAMES BONAMO, SUSAN BONAMO — Acct [redacted]

Beginning Balance	10/01/17	100,471.87	
Deposits / Misc Credits	3	25.31	
Withdrawals / Misc Debits	1	400.00	
** Ending Balance	12/31/17	100,097.18	**
Service Charge		.00	
Interest Paid		25.31	
Interest Paid Year To Date		107.15	
Annual Percentage Yield Earned		.10%	
Number of Days for A.P.Y.E.		92	
Average Balance for A.P.Y.E.		100,419.43	

Miscellaneous Debits & Credits

Date	Activity Description	Deposits	Withdrawals	Balance
10/31	INTEREST EARNED	8.53		100,480.40
11/30	INTEREST EARNED	8.26		100,488.66
12/18	INTERNET TRANSFER TO: DDXXXXX5716		400.00	100,088.66
12/29	INTEREST EARNED	8.52		100,097.18

Contingent to provide financial info w/in 30 days

1st ED ✓

2nd Jon

Application Date: 11-29-17

Received by City: (Date/Time): 11-29-17 | 11:30A

Do not write in this space

Received by (City Staff Name): C Wordsworth

Do not write in this space

PLEASE READ THIS ENTIRE DOCUMENT BEFORE BEGINNING.

2016-2017 COMMERCIAL FAÇADE GRANT

APPLICATION

The City of Fort Pierce is excited to provide this grant opportunity to commercial property owners for façade improvements. The grant award is a 1:1 match, meaning, the City of Fort Pierce will pay $1 for every $1 the grantee contributes to the project, or 50% of façade improvement costs, up to $5,000.

The City of Fort Pierce's Commercial Façade Grant Program is aimed at revitalizing existing commercially-zoned buildings within the program target areas. See page 2 of this document for maps of the Target Areas for this grant opportunity.

The target areas for the 2016-2017 Commercial Façade Grant Opportunity are:

- Orange Avenue, from Hwy. 1 west, through 25th Street; and
- Commercial Property located on Avenue D, from Hwy. 1 west, through 25th Street

Please refer to a map of the target areas on Page 2 of the Grant Guidance.

==========

COMMERCIAL PROPERTY ADDRESS: 2907 ORANGE AVE. FORT PIERCE, FL 34947

AMOUNT OF COMMERCIAL FAÇADE GRANT REQUEST: $ 5000 or

==========

PROPERTY OWNER INFORMATION (as listed with SLC Property Appraiser)

Name of Property Owner/Grant Applicant: SANDRA MAZUERA

Mailing Address: (address, city, state, zip code)

188 NW PLEASANT GROVE, PORT ST LUCIE, FL, 34986

Telephone (772)6072823 Email: sandys.1989@hotmail.com

CONTACT INFORMATION If we have questions regarding this application, who shall we contact?

Name: FERNANDO MAZUERA

Telephone: 772 6072822 Email: ferchomazuera@gmail.com

2016-2017 COMMERCIAL FAÇADE GRANT APPLICATION

PAST GRANT INFORMATION

Has the property owner **OR** any of the business owners located on this property received grants **(of any kind)** from the City of Fort Pierce? Yes (No)

If **Yes**, please complete the following for **EACH** grant received. Use additional pages, as necessary.

Grant Recipient's Name: _____

Name of Organization/Business that received the grant: _____

Grant Amount: $ _____ Year Grant Awarded: _____

Name of Grant Program: _____

Grant Recipient's Name: _____

Name of Organization/Business that received the grant: _____

Grant Amount: $ _____ Year Grant Awarded: _____

Name of Grant Program: _____

Grant Recipient's Name: _____

Name of Organization/Business that received the grant: _____

Grant Amount: $ _____ Year Grant Awarded: _____

Name of Grant Program: _____

Grant Recipient's Name: _____

Name of Organization/Business that received the grant: _____

Grant Amount: $ _____ Year Grant Awarded: _____

Name of Grant Program: _____

Has the City of Fort Pierce or the Fort Pierce Redevelopment Agency ever provided a Commercial Façade Grant for this property?

If Yes, please explain, listing the year(s) and amount(s) of the grant award(s):

_____

_____

_____

_____

✓ No ___Unknown

LEGAL AUTHORIZATION FROM THE OWNER OF COMMERCIAL BUILDING

As the legal owner(s) of the property listed in this Commercial Façade Grant application, I/we hereby authorize completion of the façade improvements indicated in this application. My/Our proof of ownership is attached, along with proof that the taxes on this property are not delinquent.

Signature(s) of Owner(s) of Commercial Building Must Be Notarized (use additional pages if necessary)

Property Owner: Today's Date: _____

Fernando Mazuera
Signature **Print Name Here**

Telephone Number: _____ Email: _____

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared FERNANDO JUSTINIANO MAZUERA, who is personally known to me or produced DRIVERS LICENSE, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 29 day of NOVEMBER, 2017.

NOTARY PUBLIC Caleta Scott My Commission Expires:

CALETA SCOTT
MY COMMISSION # FF221211
EXPIRES April 15, 2019
(407) 398-0153 FloridaNotaryService.com

Property Owner: Today's Date: _____

Signature **Print Name Here**

Telephone Number: _____ Email: _____

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared _____, who is personally known to me or produced _____, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this _____ day of _____, 20___.

NOTARY PUBLIC _____ My Commission Expires: _____

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 2907 ORANGE AVE
Sec/Town/Range: 08/35S/40E
Map ID: 24/08S
Zoning: C3

Parcel ID: 2408-802-0003-000-1
Account #: 20807
Use Type: 1100
Jurisdiction: Fort Pierce

Ownership

Fernando Mazuera
Sandra Mazuera

188 NW Pleasant Grove Way
Port St Lucie, FL 34986

Legal Description

ORANGE PLACE S/D BLK 1 LOT 3-LESS N 15 FT FOR ST- (OR 2531-969)

Current Values

Just/Market Value:	$41,500
Assessed Value:	$37,290
Exemptions:	$0
Taxable Value:	$37,290

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	738
Gross Area (SF):	738
Land Size (acres):	0.14
Land Size (SF):	6,120

This information is believed to be correct at this time but it is subject to change and is not warranted.
© Copyright 2017 Saint Lucie County Property Appraiser. All rights reserved.

SUNRISE CITY CHDO

ROD WALLER G.C MAURICE SHAZIER VICE PRESIDENT 954-649-7269

3550 OKEECHOBE RD FT. PIERCE,FL 34947

LOCATION:2907 ORANGE AVENUE. FT. PIERCE,FL 34950

DATE:11/17/2017

LICENSE #CGC1515114

AGREEMENT: CONTRACT OF AGREEMENT

I MAURICE SHAZIER OF (SUNRISE CITY CHDO)HAS AGREED TO COME INTO AGREEMENT WITH MR. FERNANDO MAZUERA KNOWN AS BUSINESS OWNER. AND I AS CONTRACTOR TO PROVIDE A NEW BUILD OUT TO THE ABOVE MENTIONED ADDRESS WHICH IS TO INCLUDE RE DOING THE EXISTING ROOF AND GIVING A NEW FASCIAL FASADE TO THE FRONT OF THE BUILDING.

ALL PLANS,PERMITS,TRUSS PURCHASE ARE A PART OF MY SCOPE OF AGREEMENT. I HAVE AGREED TO THE FOLLOWING TERMS FOR THE AGREED AMOUNT OF $38,850.00(THIRTY EIGHT THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS)

1ST DRAW $18,250 COVERS,PLANS, RUFF ELECTRIC,COMPACTION TEST,POUR SLAB,FRAMING,DEPOSIT ON TRUSS, SET TRUSS AND SHEET THE ROOFEXTENSION,TEAR OFF/DRYIN,ENTIRE ROOF,SURVEYS.

2ND DRAW $14,000 COVERS DRYIN AND SHINGLE ROOF,STUCCO,PAINT EXTERIOR,EXTEND SLAB

3RD DRAW $10,850.00 COVERS FINAL PAYMENT

THE ESTIMATED TIME FRAME TO BEGIN WORK ONCE PLANS ARE APPROVED AND PERMITS ARE IN HAND IS 60 DAYS TO BEGIN IF AGREED UPON BY OWNER IS December 20TH 2017 AND COMPLETE BY FEBRUARY 20TH 2018.

ANY UPGRADES REQUESTED OUTSIDE OF THE CHOICES I PROVIDE WILL BE AT THE SOLE EXPENSE OF THE OWNER.

_____ _____

MR. FERNANDO MAZUERA OWNER MR. MAURICE SHAZIER FOREMAN

BUILDING FACTOR LLC.
Raul Castillo-General Contractor
LIC: CGC1511697
218 NW PLEASANT GROVE WAY
Port St. Lucie, FL 34986
Cell: 561-685-5351
www.buildingfactor@yahoo.com

Proposal No 300
Date:11-14-17

Ref. 2907 Orange Avenue, Fort Pierce, FL 34947
Dear Fernando Mazuera : This is the proposal to re-roofing project at the property in reference, at the same time we will Increase the roof overhang to 12 inches all around the construction, and we will replace the existing main entrance porch , I will give you two options replace the existing shingles roof by new shingles or Installing metal roof.

SCOPE OF THE WORK

Description

PRICE

- Remove the existing shingles roof
- Remove the existing underlayment

- Increase the roof overhang to 12 inches
- Replace rodent plywood if so.
- Elongate the trusses at the overhang side 1 foot.
- Install new fascia
- Install new underlayment to the entire roof
- Install new architectural shingles roof
- Redo the main entrance front porch in agreement with the new drawings
- Install new exterior fixture light at the entrance porch

TOTAL..... **$ 13,900.00**

OPTION 2:
Same work but with metal roof
..... $

16,800.00

PAYMENT:
60% AT THIS PROPOSAL ACCEPTANCE.
40% AT FINAL COMPLEXION

TIME:
8 days
Note:
This price does not include city fees, and additional requirements given by the city.

ACCEPTANCE:
DATE:

PNC BANK

001
ORANGE BLOSSOM MALL (742)
4156 OKEECHOBEE RD
FORT PIERCE, FL, 34947
Cashbox 03

Business Date		JAN 9, 2018
Calendar Date		JAN 9, 2018
Deposit		11:31
Transaction Number		00090
Account Type		Checking/Savings
Account Number		XXXXXX2547
Transaction Amount	$	850.00
Cash Amount	$	250.00
Check Amount	$	600.00

This deposit or payment is accepted subject to verification and to the rules and regulations of this bank. Deposits may not be available for immediate withdrawal. Receipt should be held until verified with your statement.

FOR MORE INFORMATION AND EXAMPLES OF WHEN DEPOSITS BECOME AVAILABLE, GO TO
WWW.PNC.COM/BANKWISELY

The balance in your account does not include any pending transactions submitted for posting to your account.

Balance	$	8,520.12
Available Balance	$	8,420.73

Balance = The balance in an account at the beginning of each business day; which includes all deposits and withdrawals that were posted from the previous day's processing, whether or not funds have been collected.

Available Balance = The dollar amount available for immediate withdrawal, from a checking, savings or money market account.

Pending Transaction = These are authorized or submitted debits or credits not yet processed against your account. When these items are posted, they will be reflected in your Balance amount.

To check your account balance and get detailed account information, visit our website at pnc.com or call 1-888-762-2265

FOR MORE INFORMATION AND EXAMPLES OF WHEN DEPOSITS BECOME AVAILABLE, GO TO
WWW.PNC.COM/BANKWISELY

Motion - Jon Hepmd
2nd ED

CWC Approved

DUPLICATE

12/22/17 - ADDED QUOTE for ADDITIONAL IMPROVEMENTS

Application Date: 10-2-17

Received by City: (Date/Time): 10-2-17
Do not write in this space

Received by (City Staff Name): CW
Do not write in this space

PLEASE READ THIS ENTIRE DOCUMENT BEFORE BEGINNING.

2016-2017 COMMERCIAL FAÇADE GRANT APPLICATION

The City of Fort Pierce is excited to provide this grant opportunity to commercial property owners for façade improvements. The grant award is a 1:1 match, meaning, the City of Fort Pierce will pay $1 for every $1 the grantee contributes to the project, or 50% of façade improvement costs, up to $5,000.

The City of Fort Pierce's Commercial Façade Grant Program is aimed at revitalizing existing commercially-zoned buildings within the program target areas. See page 2 of this document for maps of the Target Areas for this grant opportunity.

The target areas for the 2016-2017 Commercial Façade Grant Opportunity are:

- Orange Avenue, from Hwy. 1 west, through 25th Street; and
- Commercial Property located on Avenue D, from Hwy. 1 west, through 25th Street

Please refer to a map of the target areas on Page 2 of the Grant Guidance.

==========

COMMERCIAL PROPERTY ADDRESS: 1400 ORANGE AVE

AMOUNT OF COMMERCIAL FAÇADE GRANT REQUEST: $ 5,000.00

==========

PROPERTY OWNER INFORMATION (as listed with SLC Property Appraiser)

Name of Property Owner/Grant Applicant: DAVED HOUSTON

Mailing Address: (address, city, state, zip code)
1400 ORANGE AVE FT. PIERCE FLA 34950

Telephone 772-332-2664 Email: _____

CONTACT INFORMATION If we have questions regarding this application, who shall we contact?

Name: DAVED HOUSTON

Telephone: 772-332-2664 Email: _____

2016-2017 COMMERCIAL FAÇADE GRANT APPLICATION

What is the current zoning of the property? COMMERCIAL

(Please include printout from St. Lucie County Property Appraiser that lists zoning information.)

Are there presently Code Violations registered against this property? __Yes ✓No

If yes, describe and/or attach documentation:

_____

_____

_____

GENERAL INFORMATION:

1. Is the application for a single- or multi-tenant commercial structure?
   ✓Single-tenant __Multi-tenant
2. Is the building occupied or vacant? ✓Occupied __Vacant
3. If occupied, provide the name of the business(s) and the business type(s):
   D & H AUTO SALES
   _____
4. If vacant, does the building currently meet all local and state code requirements? ✓Yes __No
5. If No, will you be making improvements concurrently with your façade grant improvements so that the building meets all local and state code requirements? ✓Yes __No
6. If vacant, do you currently have a signed lease with a business to occupy the building?
   __Yes ✓No *If Yes, please provide a copy of the lease.
7. If Yes, what is the business name and type?
   Name: D & H AUTO SALES
   (select one) ✓Retail __Service __Professional __Not-for-profit __Other: _____

Please Note the Following: Vacant commercial buildings are eligible for this grant program, as long as owners intend to re-activate the building with a predominantly commercial use.

Owners should provide proof of tenant agreements if a specific tenant is scheduled to occupy the space. If no tenant is scheduled to occupy the space at the time of application, the owner must provide proof that the property is in habitable condition as defined by the City's Building Code, or that it will be made to be in habitable condition via a rehabilitation project that will coincide with the façade grant project.

2016-2017 COMMERCIAL FAÇADE GRANT APPLICATION

PAST GRANT INFORMATION

Has the property owner **OR** any of the business owners located on this property received grants **(of any kind)** from the City of Fort Pierce? Yes (No)

If **Yes**, please complete the following for **EACH** grant received. Use additional pages, as necessary.

Grant Recipient's Name: _____

Name of Organization/Business that received the grant: _____

Grant Amount: $ _____ Year Grant Awarded: _____

Name of Grant Program: _____

Grant Recipient's Name: _____

Name of Organization/Business that received the grant: _____

Grant Amount: $ _____ Year Grant Awarded: _____

Name of Grant Program: _____

Grant Recipient's Name: _____

Name of Organization/Business that received the grant: _____

Grant Amount: $ _____ Year Grant Awarded: _____

Name of Grant Program: _____

Grant Recipient's Name: _____

Name of Organization/Business that received the grant: _____

Grant Amount: $ _____ Year Grant Awarded: _____

Name of Grant Program: _____

Has the City of Fort Pierce or the Fort Pierce Redevelopment Agency ever provided a Commercial Façade Grant for this property?

If Yes, please explain, listing the year(s) and amount(s) of the grant award(s):

_____

_____

_____

_____

✓ No ___Unknown

2016-2017 COMMERCIAL FAÇADE GRANT APPLICATION

PROJECT INFORMATION

1. **Scope of Work and Cost Estimates:**

   A detailed Scope of Work must be included for the application to be complete. It must adequately describe the work to be done, services needed, products required to complete the façade grant project and timeline for each improvement.

   A cost estimate must also be included for the application to be complete. It must adequately estimate the price of the work to be done and all of the materials/products required in completing the façade grant project. Three cost estimates from licensed contractors are preferred and should be provided on contractor letterhead and include contractor contact information.

2. After obtaining a signed Grant Contractual Agreement, how many weeks will it take for you to start construction? 1 Weeks

3. How many months do you expect it to take to complete your project? 1 Months

4. Estimated Total Project Cost per lowest cost estimate (Façade Grant-eligible improvements only): $5000.00

5. **Amount of grant funds requested (50% of the Estimated Total Project Cost above, not to exceed $5,000: $**5000.00

6. Are you undertaking additional improvements at this time which are not Façade Grant eligible? ___Yes ✓No *It is important to include this information because it helps with leveraging calculations, which affect the grant application in a positive way.

7. If Yes, what is the estimated cost of these improvements: $_____

8. Please describe these improvements (attach additional pages, if necessary):

   _____

9. Will you complete these façade improvements if none or only a portion of this grant request is awarded? ___Yes ✓No

   Please explain your Yes or No answer: I DON'T HAVE THE FUND TO DO THE WORK THAT IS NEEDED

10. In the last year, have you made improvements to the façade, site, or interior of this property? ___Yes ✓No

11. If **Yes**, estimate the total cost of these improvements: $ 2500.00

LEGAL AUTHORIZATION FROM THE OWNER OF COMMERCIAL BUILDING

As the legal owner(s) of the property listed in this Commercial Façade Grant application, I/we hereby authorize completion of the façade improvements indicated in this application. My/Our proof of ownership is attached, along with proof that the taxes on this property are not delinquent.

Signature(s) of Owner(s) of Commercial Building Must Be Notarized (use additional pages if necessary)

Property Owner: Today's Date: 10/23/17

Signature — Print Name Here: DAVID HOUSTON

Telephone Number: 772-332-2661 Email: _____

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared David Houston, who is personally known to me or produced FL DL, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 4th day of October, 2020

NOTARY PUBLIC Karen Mike My Commission Expires: 6/5/2020

Property Owner: Today's Date: 10/4/17

Signature — Print Name Here: DAVID HOUSTON

Telephone Number: 772-332-2661 Email: _____

NOTARY STATE OF FLORIDA, COUNTY OF ST. LUCIE

KAREN MIKE
MY COMMISSION # FF998995
EXPIRES June 05, 2020
FloridaNotaryService.com

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared David HOUSTON, who is personally known to me or produced FL DL, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 4th day of October, 2017.

NOTARY PUBLIC Karen Mike My Commission Expires: 6/5/2020

2016-2017 COMMERCIAL FAÇADE GRANT APPLICATION

I acknowledge the following:

- ✓ All statements provided in the application are true and any misrepresentation will void any subsequent Grant Contractual Agreement and or/funding.
- ✓ The Commercial Façade Grant will be used for the project described in this application. A Grant Contractual Agreement must be signed before entering into any contracts, purchasing any materials, or performing any work included in the façade grant project. I understand that failure to comply with the Grant Contractual Agreement may result in forfeiting the grant award.
- ✓ The City of Fort Pierce or the Department of Urban Redevelopment is obligated only to administer the grant procedures and is not liable to the applicant, owner, or third parties for any obligations or claims of any nature growing out of, arising out of, or otherwise related to the project or application undertaken by the applicant and/or owner. Additionally, all required permits are the responsibility of the owner/applicant.
- ✓ Acceptable proofs of payment of an eligible invoice include: 1 - A copy of the front and back of a cancelled check to the vendor/contractor containing the vendor/contractor's name, the date the payment was made, the amount paid, a memo line stating what the payment is purchasing, and a signature of the property owner and a receipt on vendor/contractor letterhead with contact information for the vendor/contractor; or 2 - A credit card statement showing the facade grant eligible charges, along with a print-out showing payment of these charges, receipt on vendor/contractor letterhead with contact information for the vendor/contractor.
- ✓ Any unapproved changes to project plans as stated in the approved Scope of Work will void the grant and result in non-payment of funds. If changes to the Scope of Work are necessary, it is the responsibility of the Grant Recipient to immediately contact the City's Grants Administrator in writing for additional project review and written approval before continuing with the project.
- ✓ Funding awards will not be increased after notification of the initial award.
- ✓ Reimbursement will occur after project completion or after each phase is completed (if phases are approved) and upon submission of appropriate invoices and proof of payment documents as outlined in the Guidelines.
- ✓ Grant Recipient will regularly submit monthly progress reports to the Department of Urban Redevelopment throughout the duration of project, until the project is completed.
- ✓ The Façade Grant will be completed, meaning all close-out documents, reports, requests for reimbursement, etc. and submitted before September 30, 2017. Extensions due to extenuating circumstances may be given at the discretion of the Department of Urban Redevelopment.

Signature of Property Owner	Printed Name	Date
[signature]	DAVID HOUSTON	6/23/17
Signature of Property Owner	Printed Name	Date

CAUTION – PLEASE READ:

Project improvements that are part of this Commercial Façade Grant application shall not be started prior to the applicant having a signed Grant Contractual Agreement. This includes entering into any agreements or contracts with contractors or purchasing materials for these improvements. Starting the project prior to having a signed Grant Contractual Agreement with the City will result in a loss of awarded grant funds.

2016-2017 COMMERCIAL FAÇADE GRANT APPLICATION

APPLICATION CHECKLIST

One (1) 'original', two (2) copies, including all attachments, in this order:

- _ A detailed Scope of Work, which must include all work proposed in the Façade Grant project, including the materials/products to be used.
- _ At least two (2) cost estimates for work to be performed and list of materials/products needed. Three (3) estimates are preferred on contractor letterhead with contractor contact information.
- _ Current photograph(s) of the property showing the façades of the building to be improved and notations on the photograph(s) describing where and what types of work will be performed.
- _ Clear notations made on photographs of the building(s), and/or notations made on separate drawings, illustrating the areas or features of the building that will be improved. Describe in detail the building materials, doors, windows, awnings, landscaping, parking, and other features that will be part of the project.
- _ Landscape plans showing property boundaries, adjacent roads, building footprints, paved areas, parking areas, existing vegetation, proposed plant names/species, size of plants at time of planting, and placement of each proposed plant on the site, if needed.
- _ Parking lot plans and/or sketches plans/site plans showing property boundaries, adjacent roads, building footprints, paved areas for parking and circulation, parking spaces (existing and proposed), and other pertinent information, if needed.
- _ Formal construction drawings, if available, relating to the proposed improvements.
- _ A written explanation of the project and the improvements proposed, along with a written overview of the business currently in operation in the building to be improved, if applicable.

  If the property is currently uninhabited, please provide written and photographic proof that the property is in habitable condition as defined by the City's Building Code, or that it will be made to be in habitable condition via a rehabilitation project that will coincide with the façade grant project.
- _ Printout from St. Lucie County Property Appraiser's office showing property zoning and proof of ownership of this property.
- _ Property Owner, as listed with St. Lucie County Property Appraiser's office signature on this application.
- _ Proof that property taxes are up to date (not delinquent).

DO NOT INCLUDE:

Staples or Binding. Please use clips or rubber bands only.

D & H Auto Sales

1400 Orange Avenue Fort Pierce, FL 34950
Office: (772) 466-6800 Cell: (772) 332-2661
David Houston, Owner-Operator

TO WHOM THIS CONCERN
I DAVID HOUSTON OWNER OF
D&H AUTO SALES HAVE ORANGE
AVE OR TRYING TO GET HELP
FROM THE CITY OF FT. PIERCE
FOR URBAN REDEVELOPMENT
PROGRAM GRANT FOR $5,000.00
I WANT TO UP GRADE MY
PROPERTY TO MAKE IT
LOOK LIKE SOMETHING
LOOK BETTER, PLEASE
HELP.

THANK YOU

David Houston

1786 SW Nantucket Ave
Port St. Lucie, FL 34943
grdpaintingfl@gmail.com
(772) 528-5402
Licence #: St. Lucie 21208, Martin 4932,

Get-R-Done Painting, LLC

Estimate

For: David 332-2661
1400 Orange Avenue
Fort pierce

Estimate No: 776
Date: 8/28/2017

Description	Amount
Exterior Pressure clean Prime and paint sides and front of building Paint around logos	$3,200.00

Subtotal $3,200.00
Total $3,200.00

Total $3,200.00

Notes

Please note: We are not responsible for any paint color or sheen chosen by the customer. All final pricing must be agreed by all parties prior to the start of the job. If you have any questions or concerns in regards to this estimate please do not hesitate to contact us. Thank you for choosing GRD Painting for your painting/pressure cleaning needs. We have been keeping the treasure coast beautiful one wall at a time since 2004 and we would like to do the same for you.

New Quote

Andros Roofing*Construction, LLC

1305 Avenue D, Fort Pierce, FL 2016
Roofing Contractors LIC#CCC1327225 **8/21/2217**
SDVOSB contact 772 -475-4915

David E Houston
1400 Orange Ave
Fort Pierce, FL 34947

I/WE, the Owner(s) of the premises described above authorize **Andros Roofing*Construction, LLC** hereinafter referred to as "Contractor" to furnish all labors and materials to install/perform the below description of work in accordance to the current Florida Builder's Code (FBC). **Work** not to be performed includes: any interior, exterior or underground work and/or works not described in this contract.

a. Work Description: both duplexes

1. This flat roof work is consisting roughly of 41' x 33'
2. Install a tapered torch roof system over the existing rubberized roof system
3. cap the parapet wall with the rubberized torched materials

b. Payment: Contractor proposes to perform this job (subject to any additions and/or deductions pursuant authorized change orders) for the

Total Sum of: $ 5,933.00
Amount due at signing of contract: $ 2,967.00
Amount due at the first inspection: $ 1,978.00
Amount due at the end of this job: $ 988.00

***c.* Commencement and Completion of Work: Commencement of work shall mean the physical delivery of materials onto the premises and/or the performance of any labor and commencement shall be subject to permissible delays.**

***d.* Acceptance: This contract is approved and accepted. I (we) understand there are no oral agreements of understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties.* Changes may or not incur additional charges.**
Warranty: the owner will be issued a five year written Labor warranty at the end of this job

Owner/ Authorized Agent Date 2017

Andros Rep Date 2017

PNC BANK

001
FORT PIERCE INDIAN RIVER DRIVE (765)
603 NORTH INDIAN RIVER DRIVE
FORT PIERCE, FL, 34950
Cashbox 21

Business Date	SEP 5, 2017
Calendar Date	SEP 5, 2017
Account Number	XXXXXX2525

The balance in your account does not include any pending transactions submitted for posting to your account.

Balance	$	389.59
Available Balance	$	1,653.72

Balance = The balance in an account at the beginning of each business day; which includes all deposits and withdrawals that were posted from the previous day's processing, whether or not funds have been collected.

Available Balance = The dollar amount available for immediate withdrawal, from a checking, savings or money market account.

Pending Transaction = These are authorized or submitted debits or credits not yet processed against your account. When these items are posted, they will be reflected in your Balance amount.

To check your account balance and get detailed account information, visit our website at pnc.com or call 1-888-762-2265

FOR MORE INFORMATION AND EXAMPLES OF WHEN DEPOSITS BECOME AVAILABLE, GO TO
WWW.PNC.COM/BANKWISELY

PNC BANK

001
FORT PIERCE INDIAN RIVER DRIVE (765)
603 NORTH INDIAN RIVER DRIVE
FORT PIERCE, FL, 34950
Cashbox 09

Business Date	SEP 5, 2017
Calendar Date	SEP 5, 2017
Deposit	15:08
Transaction Number	00287
Account Type	Checking/Savings
Account Number	XXXXXX2525
Transaction Amount $	2,101.01
Check Amount $	2,101.01

This deposit or payment is accepted subject to verification and to the rules and regulations of this bank. Deposits may not be available for immediate withdrawal. Receipt should be held until verified with your statement.

FOR MORE INFORMATION AND EXAMPLES OF WHEN DEPOSITS BECOME AVAILABLE, GO TO
WWW.PNC.COM/BANKWISELY

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
D & H AUTO SALES 1400 ORANGE AVE FT PIERCE FL 34950	HOUSTON, DAVID

Business Location*: 1400 ORANGE AVE

***This business tax receipt is valid at this location only.**

Date Issued	Expiration Date	Control Number
August 03, 2017	September 30, 2018	0006779

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
18-00006371	MOTOR VEHICLE-USED CARS ONLY	

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

Tax Amount	$127.34
New/Renewal Fee	$5.00
Penalty	$0.00
Total	$0.00

Linda W. Cox

Linda W. Cox, City Clerk (SEAL)

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the hold has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.

THE SUNRISE CITY FORT PIERCE Florida

CITY OF FORT PIERCE
*** CUSTOMER RECEIPT ***

Batch ID: NRIOS 8/03/17 01 Receipt no: 11807

Customer	Location	Type	SvcCd	Description	Amount
2017	22032	OR	C C	- OCC LIC/RENEWALS	$28.88

D & H AUTO SALES
1400 ORANGE AVE
FT PIERCE, FL 34950
D&H AUTO SALES

Tender detail

CH Ref#:	8291	$161.22
Total tendered:		$161.22
Total payment:		$28.88
Change:		$132.34

Trans date: 8/03/17 Time: 14:12:00

THANK YOU!

183443

CITY OF FORT PIERCE
*** CUSTOMER RECEIPT ***

Batch ID: NRIOS 8/03/17 01 Receipt no: 11808

Customer	Location	Type	SvcCd	Description	Amount
2017	6371	OR	C C	- OCC LIC/RENEWALS	$132.34

D & H AUTO SALES
1400 ORANGE AVE
FT PIERCE, FL 34950
D&H AUTO SALES

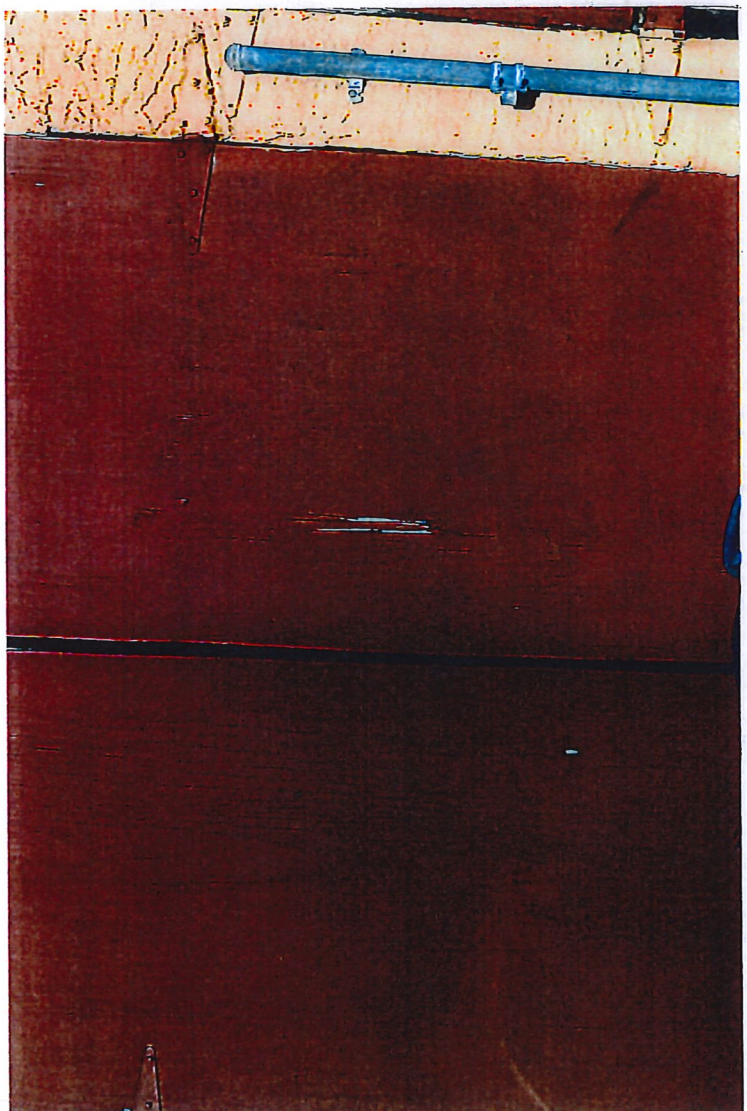
Tender detail

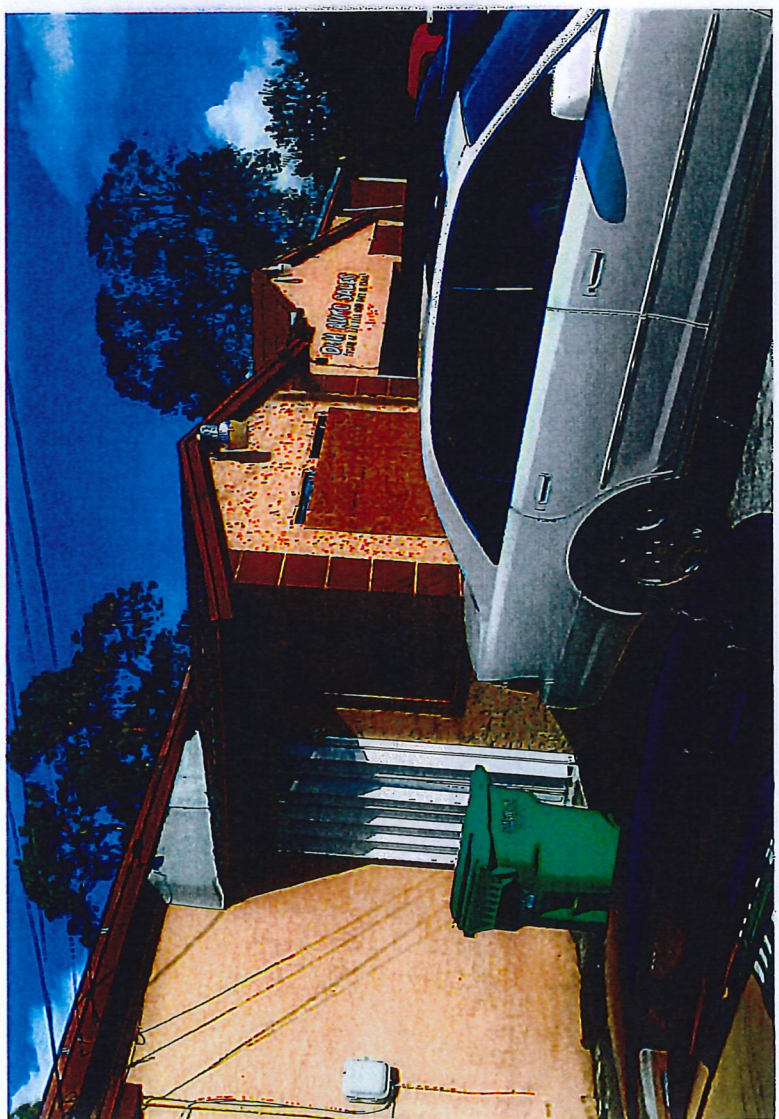
CH Ref#:	8291	$132.34
Total tendered:		$132.34
Total payment:		$132.34

Trans date: 8/03/17 Time: 14:12:41

THANK YOU!

183444





City Commission Regular Meeting **11.j.**

Meeting Date: 02/05/2018

Re: Case #15-1033 - 808 S 12th St - Douge'

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Request to reduce code enforcement lien in the amount of $66,840.00 against 808 S 12th Street, Ft. Pierce, FL 34950 - Parcel ID # 2416-501-0038-000-6 - owned by Mario Douge', 808 S 12th Street, Ft. Pierce, FL 34950 to $300.00 payable in 60 days and to waive the $250.00 administration fee that may be imposed by the City Commission.

SUMMARY:

BACKGROUND:

- The requestor is the property owner and was responsible for the accumulation of fines.
- Due to Mrs. Douge' being seriously ill and requiring medical treatment they were out of town when the violation was cited by staff.
- A change of address was submitted to the post office; however, the post office does not forward government mail.
- Once the Douge's returned home and became aware of the violations, they quickly corrected the matter.

RECOMMENDATION:

The Special Magistrate heard Mr. Douge's request and recommends to the City Commission to reduce the lien to $300.00, to cover the basic administration costs incurred by the City, payable in 60 days.

Additionally Staff recommends the City Commission waive the Administrative Fee of $250 that may be imposed by the City Commission for reduction requests placed before them for consideration.

ALTERNATIVES:

Deny the request.
Make alternative recommendations.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager

Fiscal Impact

Budgeted Y/N:	2018
Amount:	300.00

OTHER INFORMATION:

$300.00 to the general fund.

Attachments

Request
7
Breakdown
Property Card
Administrative Costs

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/29/2018 08:45 AM

Form Started By: Colleen Greer Started On: 01/10/2018 04:27 PM

Final Approval Date: 01/29/2018

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

Date:	12-8-2017				
Property address:	808 S. 12th St., Fort Pierce, Fl. 34950				
Owner(s) of record:	Mario Dougé				
Mailing address:	808 S. 12th st., Fort Pierce, Fl. 34950				
Property tax ID #:	2416-501-0038-000/6				
Original purchase date:	Dec. 06, 2014	Original purchase price:	67,500.00		
Property is used for:	☑ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Mario Dougé	Relationship to owner(s)	owner		
Telephone #:	772-828-5137	Mobile phone #:	772-828-5137		
E-mail:	mario.dauge@gmail.com	Preferred contact method:	e-mail		
What are owner(s) intentions for property:	This is owner's home.				
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $ 66840.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 66,840.00

DOLLAR AMOUNT I AGREE TO PAY $ -0-

Signature of Owner or Representative

12-12-17
Date

Dougé

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 808 S. 12th St. Fort Pierce, Fl. 34950

Property Owner: Mario Dougé

Mailing Address: 808 S. 12th St, Fort Pierce, Fl. 34950

Telephone #: 772-828-5137 Cell Phone #: "

E-Mail Address: mario.douge@gmail.com

Is the property in compliance? Yes If no, please explain in the narrative of your request.

I, Mario Dougé, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

We request a reduction: We had to leave town for medical purposes. Mail was not be forwarding due to the fact that govt. does not get forwarded. We were unaware of any proceeding filed against us by the City.

Date: 12-12-17

Signed: Seeta Dougé

Print Name: Seeta Dougé
Mario Dougé

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Mario + Seeta Dougé who acknowledged before me that the information contained herein is true and correct. He or She is / (is not) personally known to me and has produced NY Driver's License as identification.

SWORN TO AND SUBSCRIBED before me this 12th day of December, 2017.

Colleen Greer

Notary Public, State of Florida

LIEN REDUCTION HEARING
CONTESTING OF FINE/NON-COMPLIANCE
JANUARY 3, 2018

Case No: 15-1033 **Address: 808 S 12TH STREET**

1.) The gravity or seriousness of the violation:	Moderate
2a.) Any and all actions taken by the violator to correct the violations; OR	Owner obtained a permit and obtained approval for all required inspections.
2b.) If the violations were not corrected by the original violator, what action was taken by any other owner or interested party to bring the violation into compliance:	N/A
3.) The length of time necessary to bring the property into compliance:	2 years, 5 months
4.) The number of times the violator was previously found in violation by either the CEB, SM or other quasi-judicial or judicial process, or otherwise admitted guilt in any such proceeding:	N/A
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	1 after this case, still in violation
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	Owner's health
7.) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the city owned by the respondent:	Open case for unpermitted work, permit has been applied for but not issued.

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

SUBJECT: **CODE ENFORCEMENT LIEN REDUCTION**
808 S 12th Street

DATE: February 5, 2018

The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 15-1033	$66,800.00	$.00	$40.00
TOTAL	$66,800.00	$.00	$40.00

CAN BE WAIVED (ALL COSTS) $66,840.00

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 808 S 12th ST	Parcel ID: 2416-501-0038-000-6	Account #: 25481	Sec/Town/Range: 16/35S/40E
Map ID: 24/16N	Zoning: R1	Use Type: 0100	Jurisdiction: Fort Pierce

Ownership

Mario Douge
808 S 12th ST
Fort Pierce, FL 34950

Legal Description

HIBISCUS PARK S/D BLK 3 LOT 4 (OR 3698-2150)

Current Values

Just/Market:	$79,700	Assessed:	$72,116
Exemptions:	$0	Taxable:	$72,116

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2017	$79,700	$72,116	$0	$72,116
2016	$66,400	$65,560	$0	$65,560
2015	$59,600	$59,600	$0	$59,600

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
12-06-2014	3698 / 2150	0001	WD	Hemmer Terrell J	$67,500
05-14-1999	1223 / 2977	XX00	WD	Laurie T Hancock	$57,000
10-22-1993	0875 / 0422	XX01	QC	Laurie T Hancock	$100

Primary Building Information

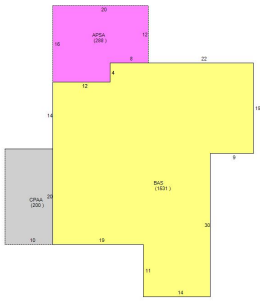
Finished Area of this building: 1,531 SF
Gross Area of this building: 2,019 SF

Exterior Data

View:	Roof Cover: Dim Shingle	Roof Structure: Gable	Building Type: HC
Year Built: 1951	Frame:	Grade: C	Effective Year: 1978
Primary Wall: CB Stucco	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 3	A/C %: 100%	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 2	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel: ELEC	Primary Floors: Hardwood



Total Areas

Finished/Under Air (SF):	1,531
Gross Area (SF):	2,019
Land Size (acres):	0.22
Land Size (SF):	9,544
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Administrative Cost Estimator

1/11/2018

Property Address: 808 S 12th Street (15-1033)

Date case originated: 7/7/2015

Date case complied: 12/7/2017

Total time: 29 months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	0
Lien Reduction Hearings:	1

Mailing Expense			
Regular 1st Class:	$0.44	8	$3.52
Certified Mail:	$5.10	1	$5.10
Photographs (per page)	$0.50	2	$1.00
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	29	$1,450.00

Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00	0	$0.00

Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Code Compliance Manager	$75.00	1	$75.00

Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	$125.00	1	$125.00

Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	$150.00	2	$300.00

Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.

Commision Meeting	$275.00	1	$275.00

Covers cost to advertise, copies, review time for commissioners/attorney/city manager time at hearing, post hearing correspondence and processing / filing fees.

Total Estimated Cost: $2,424.62

City Commission Regular Meeting **11.k.**

Meeting Date: 02/05/2018

Re: Request for Conditional Use & Design Review Extension - Mandel/Perkins Residence - 324 S. Ocean Drive

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Approval of a one (1) year extension of a Conditional Use & Design Review Approval for the Mandel/Perkins Residence located at 324 S. Ocean Drive until February 6, 2019.

SUMMARY:

- The applicant is requesting approval of a 1 year extension for the approved Conditional Use and Design Review Application for a single family home seaward of the Coastal Construction Control Line (CCCL), at 324 South Ocean Drive in Fort Pierce, Florida.
- The Site Plan and Conditional Use was approved on February 6, 2016 (attached).
- The project received approval from the FDEP on October 30, 2017.
- The applicants architect is in the process of finalizing the building plans so they can be submitted to the City of Fort Pierce Building Department

RECOMMENDATION:

Approval of a 1 year extension, until February 6, 2019, of a Conditional Use & Design Review Approval for the Mandel/Perkins Residence located at 324 S. Ocean Drive.

ALTERNATIVES:

Deny the extension of time

RESPONSIBLE STAFF:

Brandon Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Rebecca Grohall, AICP, Planning Director

Fiscal Impact

OTHER INFORMATION:

Potential Increase in Ad-Valorem Tax Revenue upon construction

---

Attachments

Request for Extension

City Commission Approval Letter 2/6/17

Approved Civil Plans

Approved Architectural Plans

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/30/2018 12:29 PM

Form Started By: Brandon Creagan
Started On: 01/24/2018 12:33 PM
Final Approval Date: 01/30/2018

MANDEL & PERKINS
ATTORNEYS AT LAW

PAUL D. MANDEL
DIANE M. PERKINS

10115 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065
PHONE: 954-344-8420
FAX: 954-344-8852

RECEIVED
DEC 27 2017
CITY OF FORT PIERCE
PLANNING & ZONING

Mr. Kori Benton
Economic Development Team
City of Fort Pierce
100 North US 1
Fort Pierce, Florida 34950

RE: 324 South Ocean Drive

Dear Mr. Benton

This letter shall act as our formal request to extend the authorization for construction on the above referenced property for an additional one-year period. We received the authorization for Coastal construction on October 30, 2017 and Mr. Gilgenbach our architect is in the final stages of completing the building plans. Upon receipt of the final plans we will submit the plans to the city for building approval.

It is out intention to commence construction ASAP upon finalizing the architectural plans and city approval. I have included a check for $125 as requested. Please contact me if you need anything else to complete this request.

Your anticipated cooperation is greatly appreciated!

Thank you,

Paul Mandel, Esq.

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

February 10, 2017

FEB 14 2017

Paul D Mandel and Diane M Perkins
6801 E Cypresshead Dr.
Parkland, FL 33067

Dear Mr. Mandel and Ms. Perkins:

On February 6, 2017, the Fort Pierce City Commission approved your application for Conditional Use with New Construction and Design Review, submitted by Property Owner(s) Paul Mandel & Diane Perkins, and Representative, William P. Stoddard, Ph.D., P.E. to construct a single family home seaward of the Coastal Construction Control Line (CCCL) located at 324 S. Ocean Drive, Fort Pierce, FL.

If you have any questions, please contact the Planning Department.

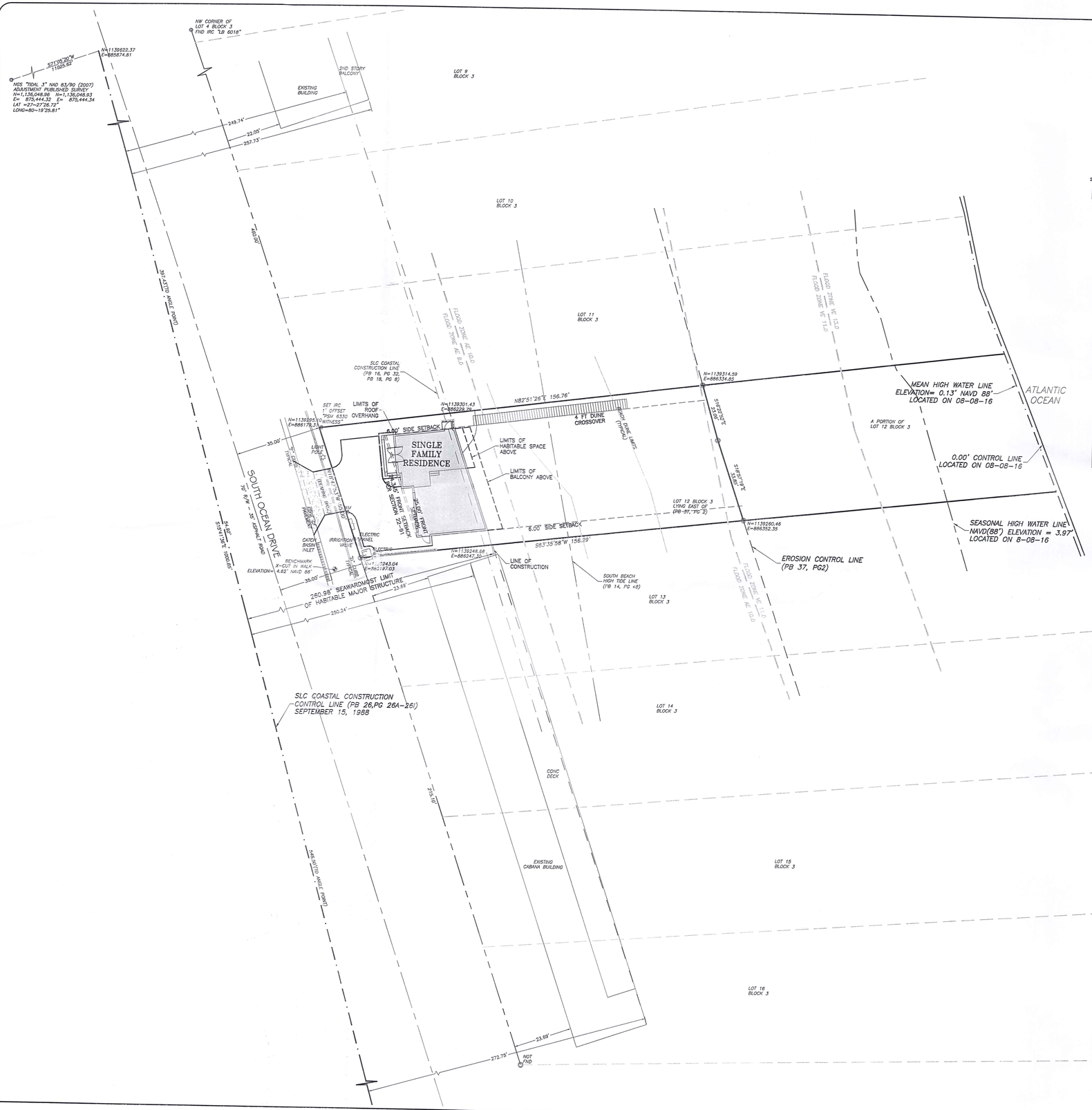
Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Rebecca Grohall, Planning Manager

William P. Stoddard, Ph.D., P.E.
1717 Indian River Blvd., Suite 201
Vero Beach, FL 32960



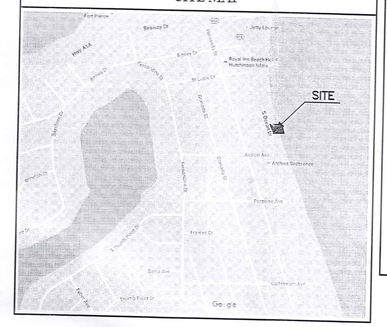
North

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SITE MAP



PROJECT DATA

OWNER/APPLICANT	PAUL D. MANDEL (TR) & DIANE M. PERKINS (TR) 6801 E CYPRESSHEAD DRIVE PARKLAND, FL 33067
ENGINEER/AGENT	SCHULKE, BITTLE & STODDARD, L.L.C. 1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FL 32960 (772) 770-9622
SURVEYOR	ALEXANDER J. PIAZZA PSM, INC 619 SW BILTMORE STREET PORT ST. LUCIE, FL 34983 (772) 340-7770
SITE ADDRESS	324 SOUTH OCEAN DRIVE ST. LUCIE COUNTY, FLORIDA
PARCEL ID#	2401-501-0026-000-3
F.I.R.M. PANEL	12111C0183 J FEBRUARY 16, 2012
FLOOD ZONES	AE 9', AE 10', VE 11' & VE 13'
ZONING	R-4A

	REQUIRED R-4A	PROPOSED
LOT SIZE	5,000 SF	8,579 SF
LOT WIDTH	60'	55' (MIN)
YARD SETBACKS:		
FRONT (WEST)	25'	24.35'*
REAR (EAST)	15'	100.00'
SIDE (NORTH)	6'	6.03'
SIDE (SOUTH)	6'	6.04'
BLDG. HEIGHT	45'	42.08'

*FRONT YARD SETBACK: (SOUTH ADJACENT PROPERTY + 25 FT SETBACK)/2 = 48.69 FT/2 = 24.35 FT

AREAS:

BUILDING FOOTPRINT	1,191 SF
DRIVEWAY/HARDSCAPE	946 SF
TOTAL IMPERVIOUS AREA	2,137 SF

CONSTRUCTION SCHEDULE:
COMMENCE: DECEMBER 2016
COMPLETE: JANUARY 2017

AREA CALCS:

LIVING-1ST FLR:	506 S.F.
LIVING-2ND FLR:	1,233 S.F.
LIVING-3RD FLR:	1,233 S.F.
LIVING-4TH FLR:	444 S.F.
TOTAL LIVING:	3,416 S.F.
GARAGE:	626 S.F.
ENTRY PORCH:	98 S.F.
COVERED BALCS:	312 S.F.
ROOF DECK:	944 S.F.
UNCOVERED BALC:	131 S.F.
TOTAL:	5,527 S.F.

** Calculations per James Gilgenbach Architecture & Planning

SITE PLAN APPROVAL
CITY OF FORT PIERCE, FLORIDA

- ☑ APPROVED
- ☐ APPROVED W/CHANGES
- ☐ APPROVED W/CONDITIONS
- ☐ DISAPPROVED

MAYOR

DATE

- ☑ APPROVED
- ☐ APPROVED W/CHANGES
- ☐ APPROVED W/CONDITIONS
- ☐ DISAPPROVED
- ☐ NO RECOMMENDATION

Brandon Creagan for Chairman Burdge
CITY PLANNING BOARD

12-13-2016
DATE

CONDITIONAL USE
CITY OF FORT PIERCE, FLORIDA

☐ Approved ☐ Approved with Conditions
☐ Denied
Mayor: Linda Hudson
Date: 2/7/17

☑ Approved ☐ Approved with Conditions
☐ Denied
Planning Board: Brandon Creagan for Chairman Burdge
Date: 12-13-2016

RECEIVED
JAN 11 2017
CITY OF FT PIERCE PLANNING & ZONING

MARK	REVISION	DATE
1	REVISIONS PER COMMENTS	11/21/2016
2	REVISIONS PER COMMENTS	12/2/2016
3	REVISIONS PER COMMENTS	12/16/2016
4	REVISIONS PER COMMENTS	1/9/2017

DRAWING 1602SITE | DESIGNED W.P.S. | DRAWN K.M.B. | CHECKED W.P.S. | SCALE 1"=20' | DATE 10/24/2016

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SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO. 00004891 - FLORIDA 32960
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com

OVERALL SITE PLAN

PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JODAH B. BITTLE FL. REG. NO. 57386
☑ WILLIAM P. STODDARD FL. REG. NO. 57006

DATE: JAN 10 2017

SHEET C1

PROJECT NO. 16-092

North

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

LOT 19 BLOCK 3

LOT 11 BLOCK 3

FLOOD ZONE VE 15.0
FLOOD ZONE AE 11.0

FLOOD ZONE AE 10.0
FLOOD ZONE AE 9.0

SLC COASTAL CONSTRUCTION LINE (PB 16, PG 32, PB 18, PG 8)

RAMP DECK TO PROPOSED GRADE 1V:20H

N82°51'26"E 156.76'

4 FT DUNE CROSSOVER

RAMP DECK TO EXISTING GRADE 1V:20H

DECK TO BE NO GREATER THAN 24" ABOVE EXISTING GRADE

BEACH DUNE LIMITS (TYPICAL)

EXISTING ROYAL PALM TO REMAIN

LIMITS OF ROOF OVERHANG

STACKED ROCK RETAINING WALL

TO BE TIED INTO ROOF DRAIN SYSTEM

TOW 10.50

8.00

8.58

6.00' SIDE SETBACK

7.00

4' WIDE EXFILTRATION TRENCH

SINGLE FAMILY RESIDENCE
FIRST FLOOR 12.41
9.08 NAVD
SECOND FLOOR
18.00 NAVD
THIRD FLOOR
30.00 NAVD
FOURTH FLOOR
42.00 NAVD

2.61

3.00

12.00

LIMITS OF HABITABLE SPACE ABOVE

LIMITS OF BALCONY ABOVE

29.09'

100.00'

6.00'

4.00

3.00

12.00

11.00

42.00'

GARAGE FLOOR
7.25 VARIES 7.25 TO 7.49 NAVD

7.49

3.11

6.00' SIDE SETBACK

S83°35'58"W 156.29'

EXISTING CONC WALK

4.34 MATCH EXIST

4.42

4.75 MATCH EXIST

4.89 MATCH EXIST

EXISTING ROYAL PALM TO BE RELOCATED AT PROPERTY OWNERS EXPENSE, COORDINATE WITH CITY OF FT. PIERCE PUBLIC WORKS DEPT

N54°54'47"W 50.00'

24.35'

SOUTH OCEAN DRIVE

URBAN FLARED 1RBOUT FDOT INDEX 515

4.27 MATCH EXIST

4.76 MATCH EXIST

6.00'

SANDSET PAVER DRIVEWAY

25.00' FRONT SETBACK PER SECOND 24-31

EXISTING BACKFLOW PREVENTER

IRRIGATION VALVE

ELECTRIC PANEL

6.69 MATCH EXIST

4.23 MATCH EXIST

EXISTING CONC WALK

CATCH BASIN INLET

CONNECT TO EXISTING DRAINAGE

BENCHMARK X-CUT IN WALK ELEVATION= 4.62' NAVD 88'

EXISTING ROYAL PALM TO REMAIN

260.98' SEAWARDMOST LIMIT OF HABITABLE MAJOR STRUCTURE

250.24'

SLC COASTAL CONSTRUCTION CONTROL LINE (PB 26,PG 26A-26I) SEPTEMBER 15, 1988

DENOTES 8X16 SMART VENT FLOOD VENT ONE 8X16 SMART VENT EQUIVALENT TO 200 SQ IN. 64 VENT. (4) TOTAL REQUIRED

TO BE TIED INTO ROOF DRAIN SYSTEM

STACKED ROCK RETAINING WALL

LINE OF CONSTRUCTION

SOUTH BEACH HIGH TIDE LINE (PB 14, PG 48)

LOT 13 BLOCK 3

LOT 14 BLOCK 3

FLOOD ZONE VE 11.0
FLOOD ZONE AE 10.0

LOT 12 BLOCK 3 LYING EAST OF (PB 37, PG 2)

A PORTION OF LOT 12 BLOCK 3

EROSION CONTROL LINE (PB 37, PG2)

MEAN HIGH WATER LINE ELEVATION= 0.13' NAVD 88' LOCATED ON 08-08-16

SEASONAL HIGH WATER LINE NAVD(88') ELEVATION = 3.97' LOCATED ON 8-08-16

0.00' CONTROL LINE LOCATED ON 08-08-16

ATLANTIC OCEAN

A C4

A C3

MARK	REVISION	DATE
1	REVISIONS PER COMMENTS	11/21/2016
2	REVISIONS PER COMMENTS	12/2/2016
3	REVISIONS PER COMMENTS	12/16/2016
4	REVISIONS PER COMMENTS	1/9/2017

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DRAWN K.M.B.
CHECKED W.P.S.
SCALE 1"=10'
DATE 10/24/2016

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1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com

SITE PLAN

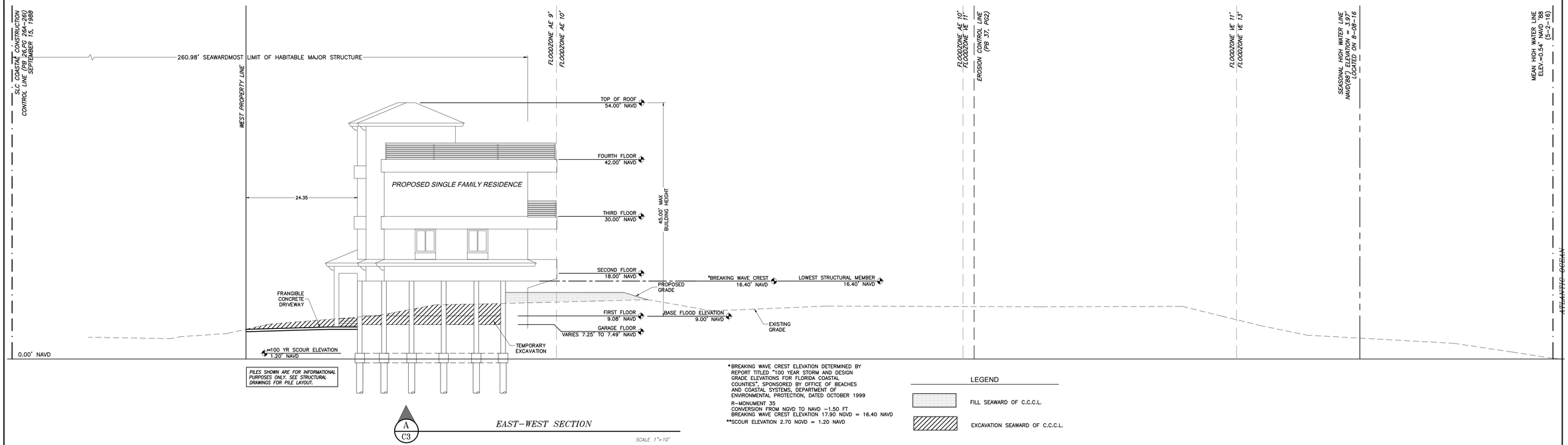
PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JODIAH B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET C2

PROJECT NO. 16-092



A/C3 EAST–WEST SECTION

SCALE 1"=10'

*BREAKING WAVE CREST ELEVATION DETERMINED BY REPORT TITLED "100 YEAR STORM AND DESIGN GRADE ELEVATIONS FOR FLORIDA COASTAL COUNTIES", SPONSORED BY OFFICE OF BEACHES AND COASTAL SYSTEMS, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DATED OCTOBER 1999

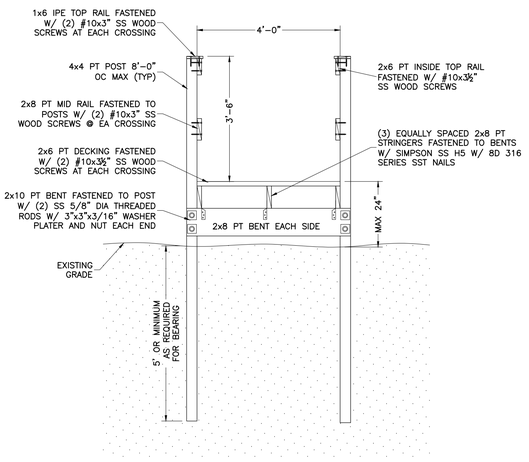
R-MONUMENT 35
CONVERSION FROM NGVD TO NAVD -1.50 FT
BREAKING WAVE CREST ELEVATION 17.90 NGVD = 16.40 NAVD

**SCOUR ELEVATION 2.70 NGVD = 1.20 NAVD

LEGEND

FILL SEAWARD OF C.C.C.L.

EXCAVATION SEAWARD OF C.C.C.L.



B DUNE CROSSOVER SECTION

SCALE 1/2"=1'-0"

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TEL 772/770-9622 FAX 772/770-9496 EMAIL info@sbsengineers.com

MARK	REVISION	DATE
1	REVISIONS PER COMMENTS	11/21/2016
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3	REVISIONS PER COMMENTS	12/16/2016
4	REVISIONS PER COMMENTS	1/9/2017

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CHECKED W.P.S.
SCALE AS NOTED
DATE 10/24/2016

CROSS SECTIONS

PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JODAN B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET C3

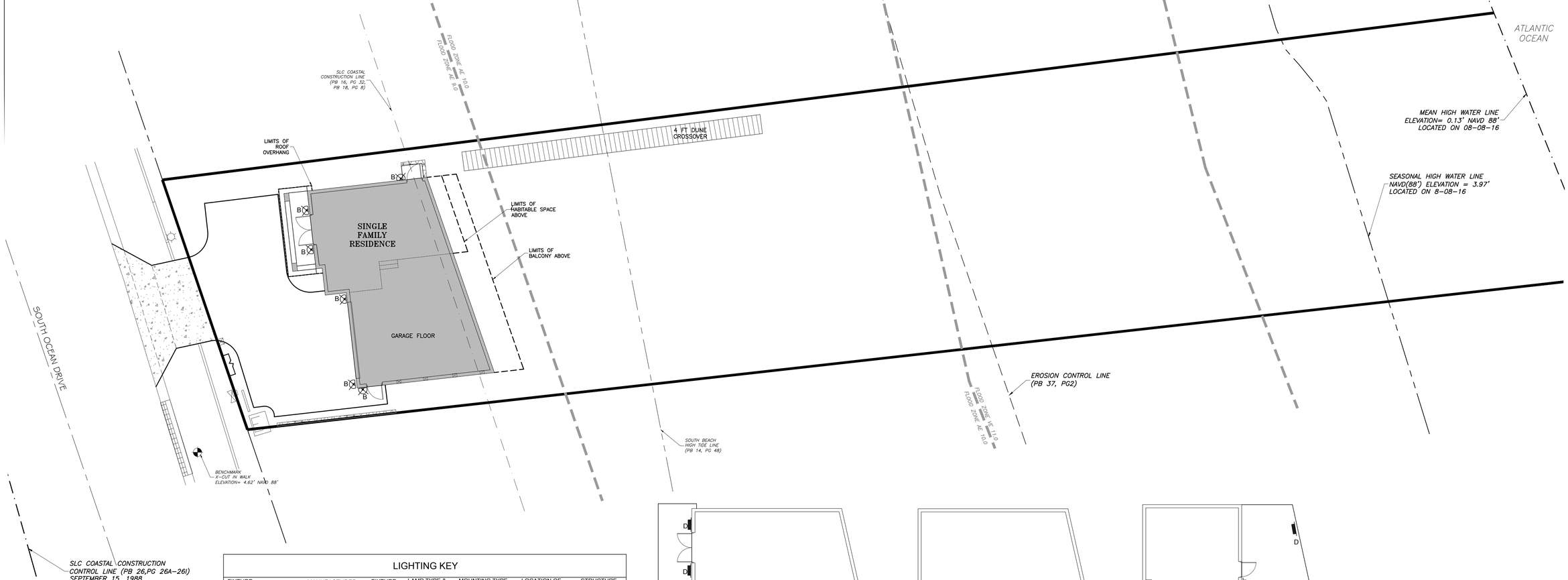
PROJECT NO. 16-092

North

GRAPHIC SCALE

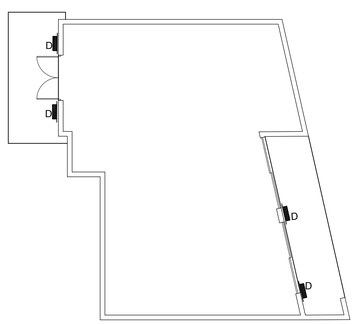
10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

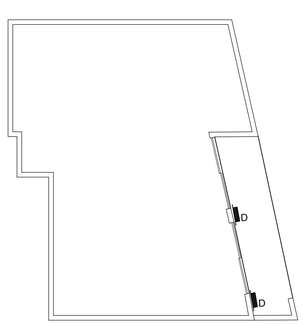


LIGHTING KEY

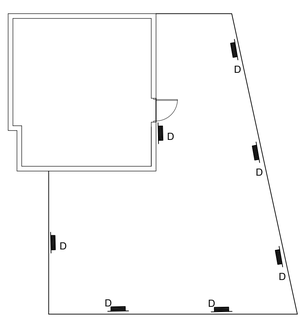
FIXTURE LABEL	FIXTURE TYPE	MANUFACTURER & CATALOG NO.	FIXTURE QUANTITY	LAMP TYPE & WATTAGE	MOUNTING TYPE & HEIGHT	LOCATION OF FIXTURE	STRUCTURE LEVEL
B	WALL SCONCE DOWN LIGHT	PORTFOLIO H8605 CYLINDER FIXTURE	6	2W H12 LED AMBER	WALL MOUNT MAX 8'-0" ABOVE FLOOR	(4) LANDWARD (2) SHORE PERPENDICULAR	FIRST FLOOR
D	STEP LIGHT	INTRIGUE LIGHTING SG-R-1LED-HDL-AML	13	3W LED AMBER	WALL/STEP MOUNT 6" AFF MAX MAY NEED FIELD ADJUSTMENT & ADDITIONAL SHIELDING	(2) LANDWARD (11) BEACHSIDE	(4) SECOND FLOOR (2) THIRD FLOOR (7) ROOF LEVEL



SECOND FLOOR LIGHTING



THIRD FLOOR LIGHTING



FOURTH FLOOR/ROOF LEVEL LIGHTING

MARK	REVISION	DATE
1	REVISIONS PER COMMENTS	11/21/2016
2	REVISIONS PER COMMENTS	12/2/2016
3	REVISIONS PER COMMENTS	12/16/2016
4	REVISIONS PER COMMENTS	1/9/2017

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LIGHTING PLAN

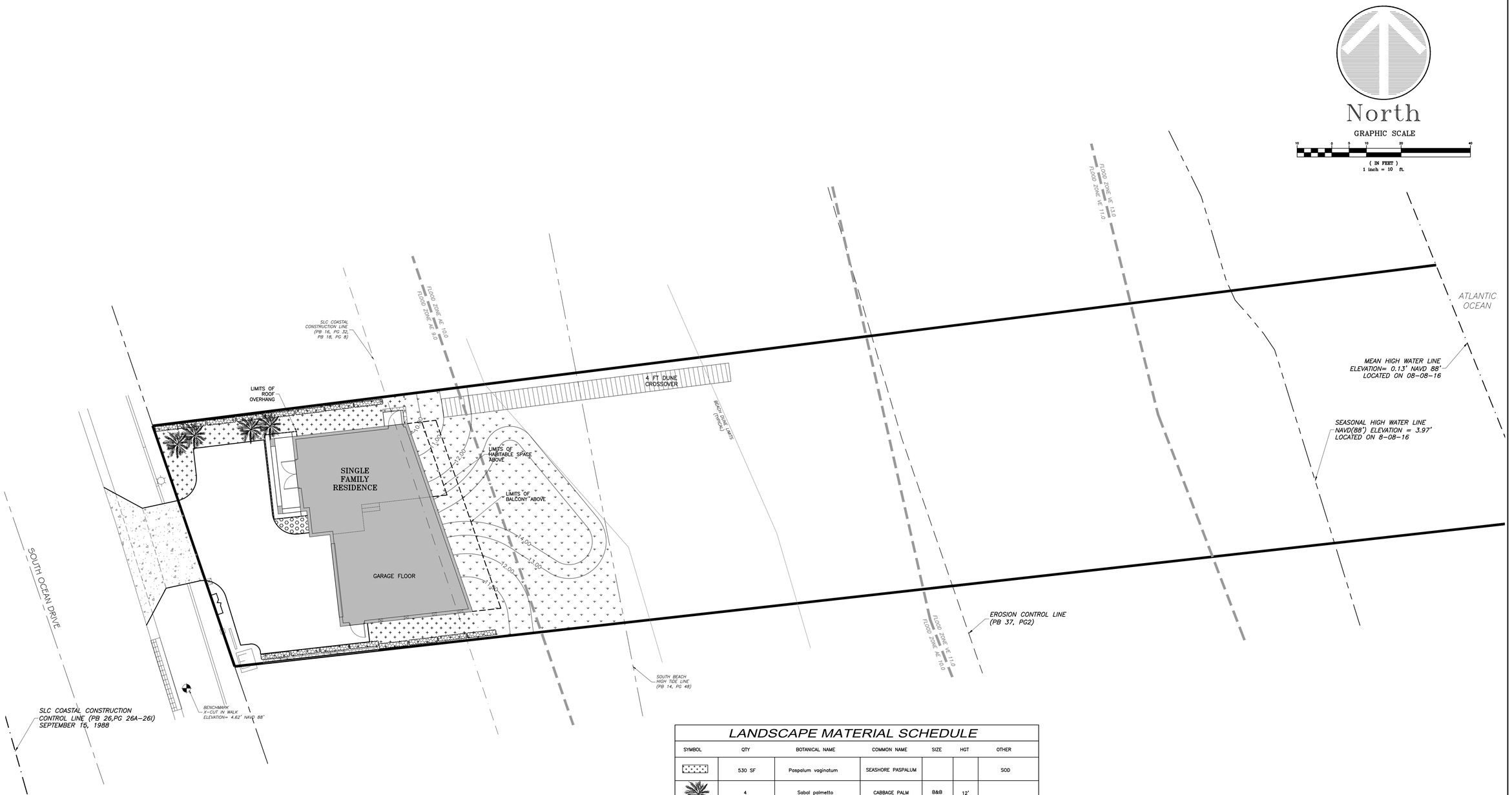
PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
- ☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
- ☐ JODAH B. BITTLE FL. REG. NO. 57396
- ☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET
C4

PROJECT NO.
16-092



LANDSCAPE MATERIAL SCHEDULE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HGT	OTHER
	530 SF	Paspalum vaginatum	SEASHORE PASPALUM			SOD
	4	Sabal palmetto	CABBAGE PALM	B&B	12'	
	1,496 SF	Asteriscus maritimus	BEACH DAISY			
	23 SF		ANNUAL FLOWERS			
	16	Schefflera arboricola	DWARF SCHEFFLERA	7 GAL	36"	

NOTE: ANY EXISTING ROYAL PALM TREES, LOCATED WITHIN STATE ROAD A1A R/W, IN CONFLICT WITH THE PROPOSED DRIVEWAY CONSTRUCTION SHALL BE RELOCATED AT THE APPLICANT'S EXPENSE; THE CITY OF FORT PIERCE PUBLIC WORKS DEPARTMENT SHALL BE CONTACTED FOR RELOCATION INFORMATION.

MARK	REVISION	DATE
1	REVISIONS PER COMMENTS	11/21/2016
2	REVISIONS PER COMMENTS	12/2/2016
3	REVISIONS PER COMMENTS	12/16/2016
4	REVISIONS PER COMMENTS	1/9/2017

DRAWING 16092LAND
DESIGNED W.P.S.
DRAWN K.M.B.
CHECKED W.P.S.
SCALE 1"=10'
DATE 10/24/2016

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CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00005668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com

LANDSCAPE PLAN

PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JODAH B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET
C5

PROJECT NO.
16-092

North

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

ATLANTIC OCEAN

MEAN HIGH WATER LINE
ELEVATION= 0.13' NAVD 88'
LOCATED ON 08-08-16

0.00' CONTROL LINE
LOCATED ON 08-08-16

SEASONAL HIGH WATER LINE
NAVD(88') ELEVATION = 3.97'
LOCATED ON 8-08-16

EROSION CONTROL LINE
(PB 37, PG2)

SOUTH BEACH
HIGH TIDE LINE
(PB 14, PG 48)

SLC COASTAL CONSTRUCTION LINE (PB 16, PG 32; PB 18, PG 8)

SLC COASTAL CONSTRUCTION
CONTROL LINE (RB 26,PG 26A-261)
SEPTEMBER 15, 1988

SOUTH OCEAN DRIVE

SINGLE FAMILY RESIDENCE
FIRST FLOOR 9.08 NAVD
SECOND FLOOR 18.40 NAVD
THIRD FLOOR 31.08 NAVD
FOURTH FLOOR 43.72 NAVD

GARAGE FLOOR
VARIES 7.25 TO 7.49 NAVD

4 FT DUNE CROSSOVER

LIMITS OF ROOF OVERHANG

LIMITS OF HABITABLE SPACE ABOVE

LIMITS OF BALCONY ABOVE

BEACH ZONE LIMITS (TYPICAL)

A PORTION OF LOT 12 BLOCK 3

LOT 12 BLOCK 3 LYING EAST OF (PB 37, PG 2)

FLOOD ZONE AE 10.0
FLOOD ZONE VE 13.0

FLOOD ZONE AE 10.0
FLOOD ZONE VE 11.0

EXISTING CONC WALK

EXISTING BACKFLOW PREVENTER

IRRIGATION VALVE

ELECTRIC BOX

CATCH BASIN INLET

BENCHMARK
X-CUT IN WALK
ELEVATION= 4.62' NAVD 88'

LEGEND

FILL SEAWARD OF C.C.C.L.

EXCAVATION SEAWARD OF C.C.C.L.

EXCAVATION AND FILL QUANTITIES

TEMPORARY EXCAVATION SEAWARD OF C.C.C.L.....	91 C.Y.
TOTAL FILL SEAWARD OF C.C.C.L.....	91 C.Y.
NET FILL SEAWARD OF C.C.C.L.....	0 C.Y.

NO NET EXCAVATION SEAWARD OF CCCL

THESE QUANTITIES ARE APPROXIMATE ONLY, NOT FOR BIDDING PURPOSES. THESE QUANTITIES DO NOT INCLUDE ANY ADJUSTMENT FACTORS FOR COMPACTING AND LOSES

MARK	REVISION	DATE
1	REVISIONS PER COMMENTS	11/21/2016
2	REVISIONS PER COMMENTS	12/2/2016
3	REVISIONS PER COMMENTS	12/16/2016
4	REVISIONS PER COMMENTS	1/9/2017

DRAWING 16092CUTFILL
DESIGNED W.P.S.
DRAWN K.M.B.
CHECKED W.P.S.
SCALE 1"=10'
DATE 10/24/2016

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TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com

TEMPORARY EXCAVATION & FILL

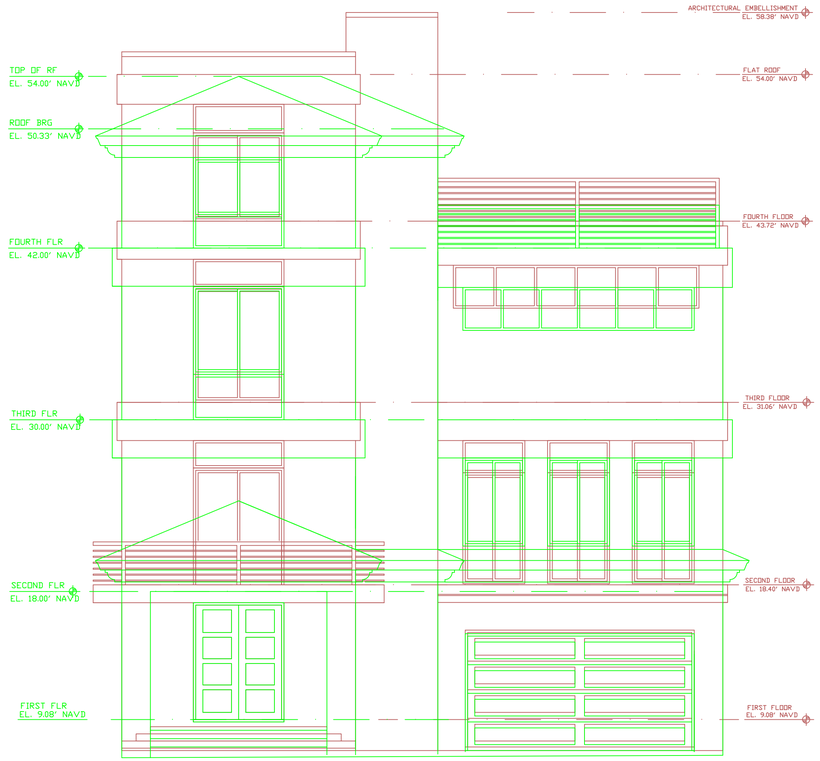
PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JODAH B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET
C6

PROJECT NO.
16-092



FRONT ELEVATIONS

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DRAWING	1692EXHIBIT
DESIGNED	W.P.S.
DRAWN	K.M.B.
CHECKED	W.P.S.
SCALE	1"=5'
DATE	1/10/2017

MARK	REVISION	DATE

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO: 00028868
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772/770-9622 FAX 772/770-9496 EMAIL info@sbsengineers.com

FRONT ELEVATION EXHIBIT

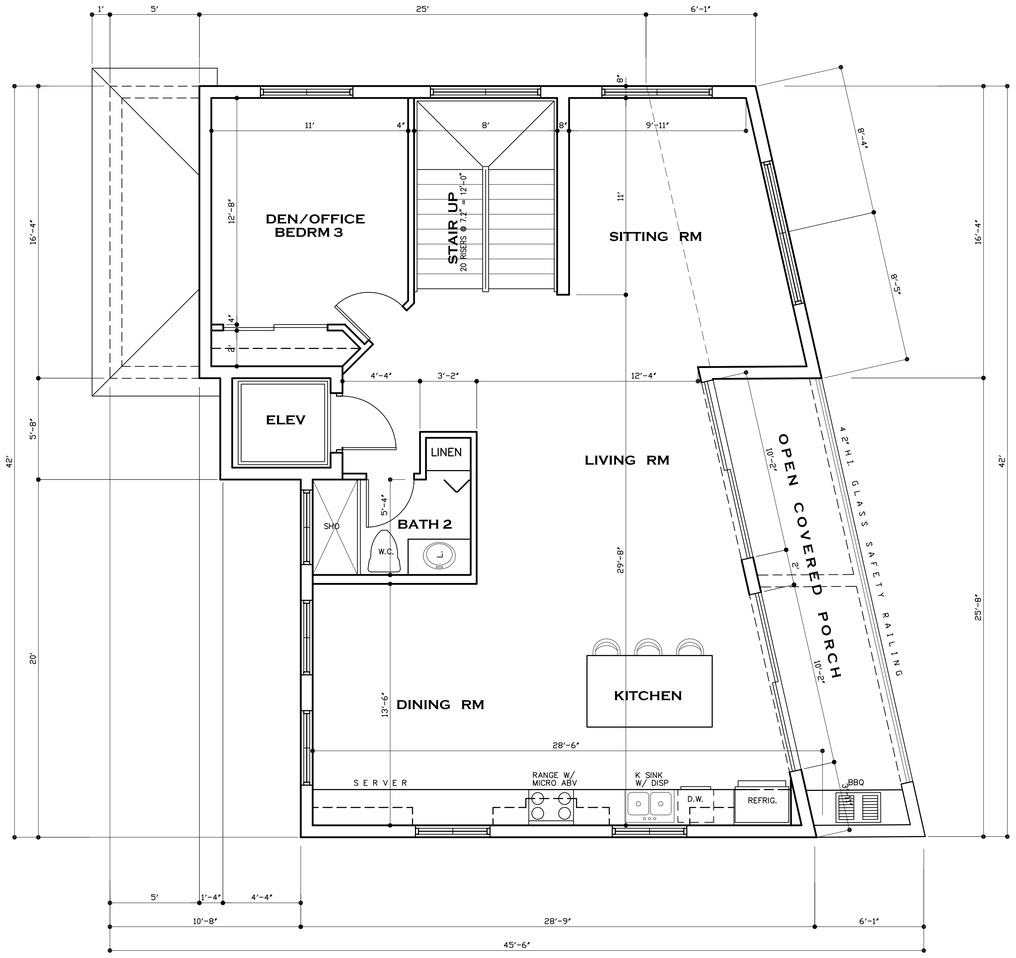
PROPOSED OCEANFRONT RESIDENCE FOR:
MANDEL RESIDENCE
324 SOUTH OCEAN DRIVE
FORT PIERCE, FL

ENGINEER CERTIFICATION
- ☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
- ☐ JODAH B. BITTLE FL. REG. NO. 57396
- ☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET
C7

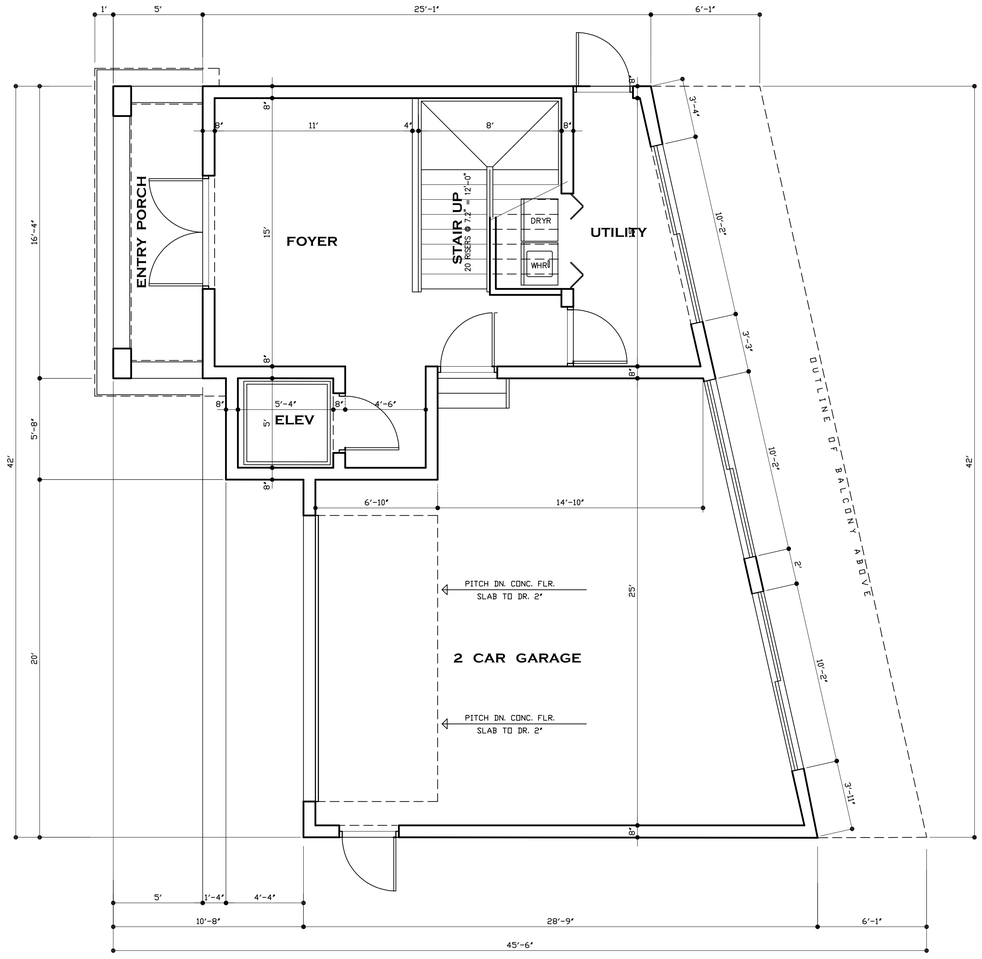
PROJECT NO.
16-092



SECOND FLOOR LEVEL ARCHITECTURAL FLOOR PLAN

NORTH

SCALE: 1/4" = 1'-0"



FIRST FLOOR LEVEL ARCHITECTURAL FLOOR PLAN

NORTH

SCALE: 1/4" = 1'-0"

AREA CALCS:

LIVING-1ST FLR:	506 S.F.
LIVING-2ND FLR:	1,233 S.F.
LIVING-3RD FLR:	1,233 S.F.
LIVING-4TH FLR:	444 S.F.
TOTAL LIVING:	3,416 S.F.
GARAGE:	626 S.F.
ENTRY PORCH:	98 S.F.
COVERED BALCS:	312 S.F.
ROOF DECK:	944 S.F.
UNCOVERED BALC:	131 S.F.
TOTAL:	5,527 S.F.

JAMES E. GILGENBACH
ARCHITECTURE & PLANNING
SUITE 107
1239 E NEWPORT CENTER DR
(954) 426 - 1652
NEWPORT COMMERCE CENTER
DEERFIELD BEACH
FLORIDA 33442

ARCHITECT
AR-7457

REVISIONS:

1. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER ALL SCALED DIMENSIONS.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS & ADVISE ARCHITECT OF ANY DISCREPANCIES. CONSTRUCTION SHALL NOT PROCEED UNTIL SAID DISCREPANCIES HAVE BEEN RESOLVED BY ARCHITECT.
3. NO MATERIALS OR SYSTEMS ARE TO BE FABRICATED UNTIL:
A. ALL DIMENSIONS HAVE BEEN VERIFIED BY THE CONTRACTOR.
B. SHOP DRAWINGS HAVE BEEN REVIEWED & ACCEPTED BY THE ARCHITECT.

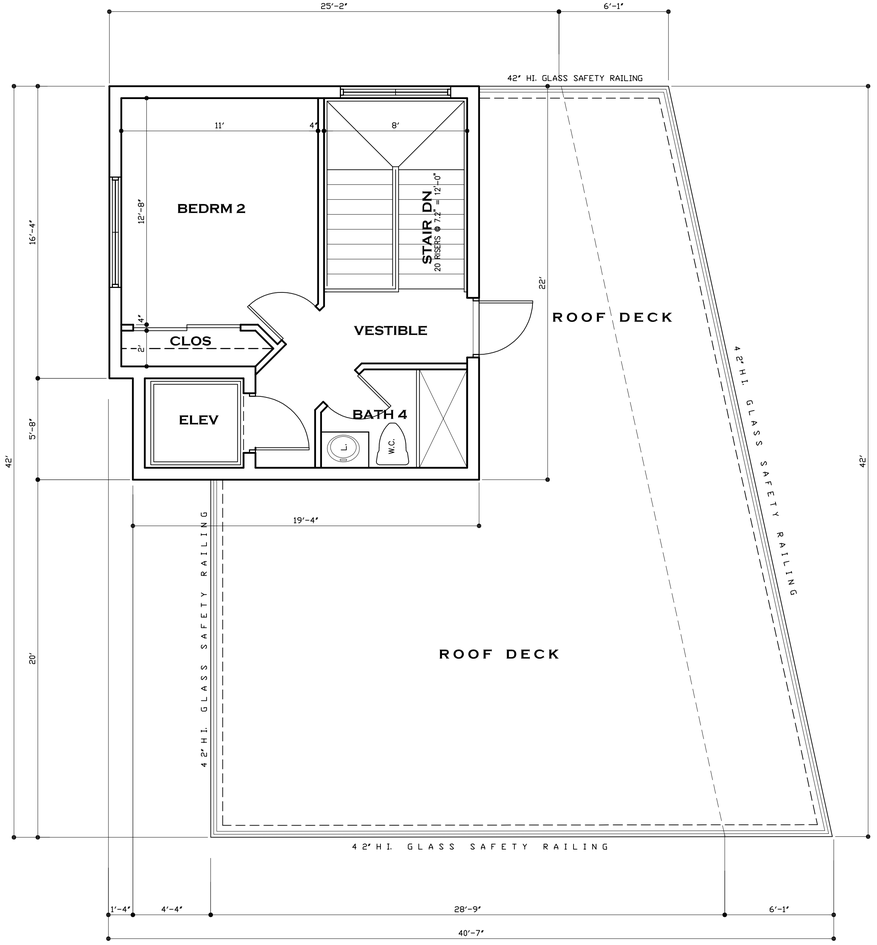
NEW SINGLE FAMILY RESIDENCE

MANDEL RESIDENCE

324 SOUTH OCEAN DRIVE, , LOT 12, BLOCK 3, REVISED MAP
FORT PEIRCE, ST LUCIE COUNTY, FLORIDA

DATE: 06 JAN '17
PROJECT NO: 15 - J144
SHEET: of 4 A1

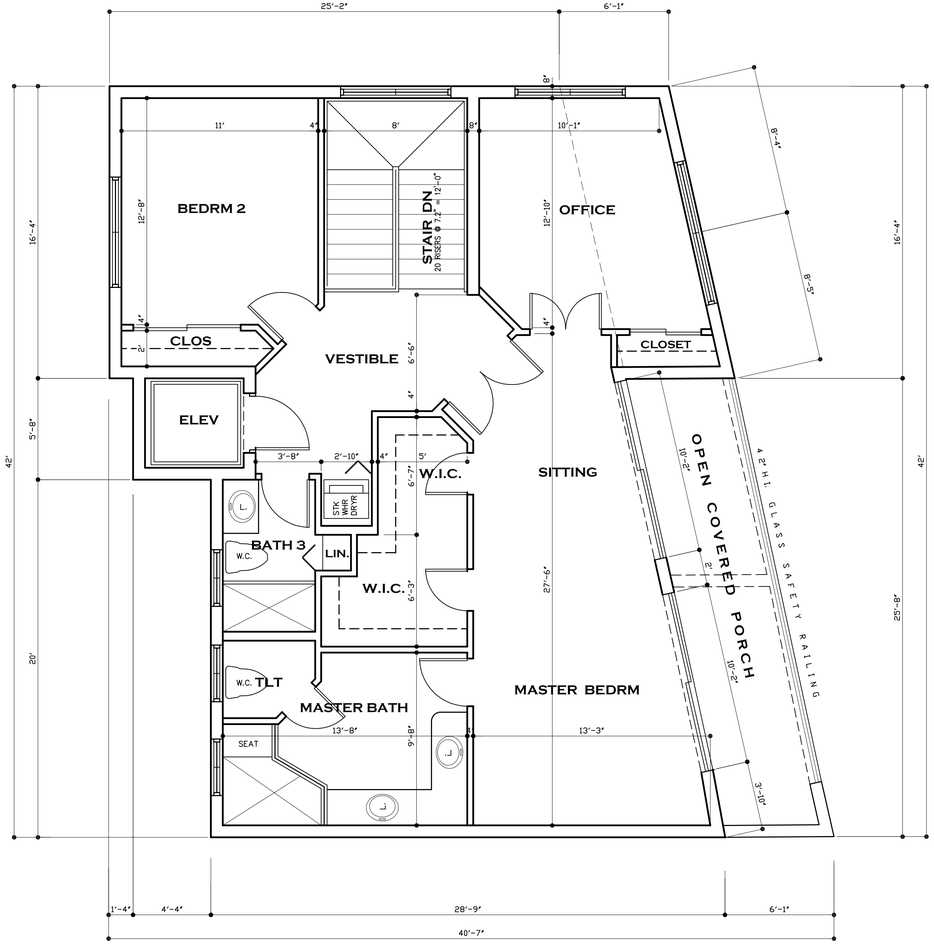
15A45-A



FOURTH FLOOR / ROOF LEVEL ARCHITECTURAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

NORTH



THIRD FLOOR LEVEL ARCHITECTURAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

NORTH

15A45-A

JAMES E. GILGENBACH
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(954) 426 – 1652
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DEERFIELD BEACH
FLORIDA 33442

ARCHITECT
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NEW SINGLE FAMILY RESIDENCE

MANDEL RESIDENCE

324 SOUTH OCEAN DRIVE, , ST LUCIE COUNTY,
FORT PEIRCE, FLORIDA

LOT 12, BLOCK 3, REVISED MAP

DATE: 06 JAN '17
PROJECT NO: 16 – J144
SHEET: of 4 A2

SOUTH
RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

WEST
FRONT ELEVATION

SCALE: 1/4" = 1'-0"

14A80-A2

JAMES E. GILGENBACH
ARCHITECTURE & PLANNING
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1239 E NEWPORT CENTER DR
(954) 426 – 1652
NEWPORT COMMERCE CENTER
DEERFIELD BEACH
FLORIDA 33442

ARCHITECT
AR-7457

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NEW SINGLE FAMILY RESIDENCE

MANDEL RESIDENCE

324 SOUTH OCEAN DRIVE, , ST LUCIE COUNTY, FLORIDA
FORT PEIRCE, LOT 12, BLOCK 3, REVISED MAP

DATE: 08 JAN '17
PROJECT NO: 15 – 1144
SHEET: of 4 A3

CONDITIONAL USE
CITY OF FORT PIERCE, FLORIDA

☒ Approved ☐ Approved with Conditions

☐ Denied

Mayor: Linda Hudson

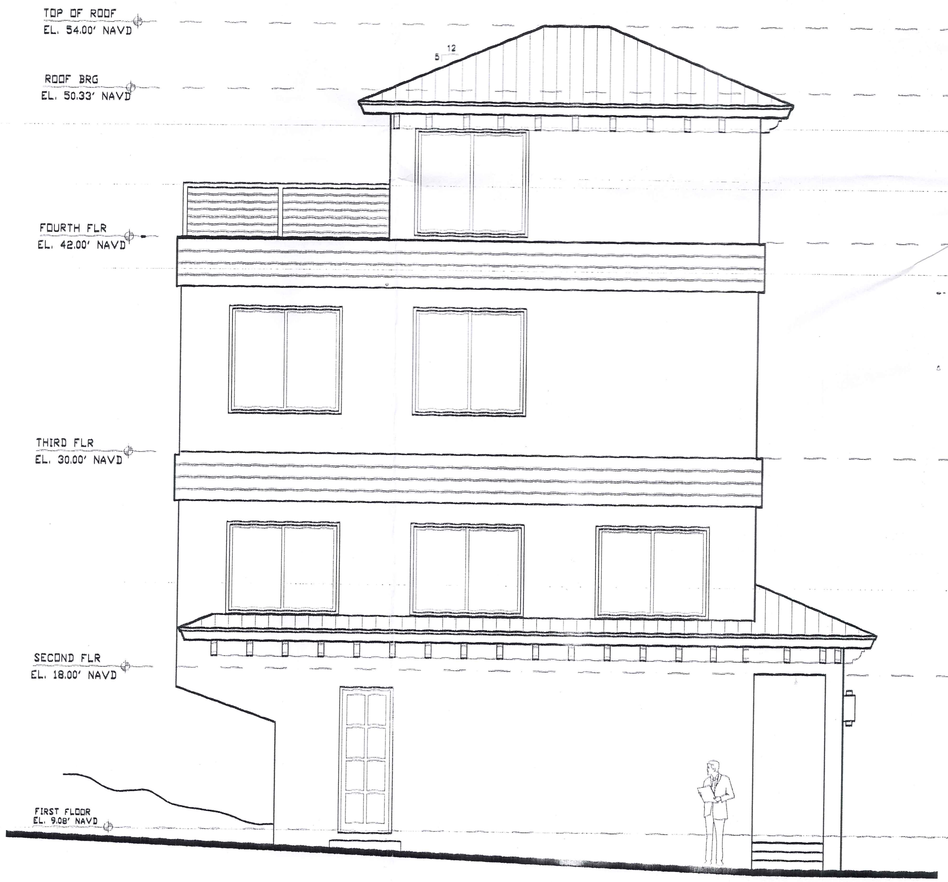
Date: 8/15/17

☑ Approved ☐ Approved with Conditions

☐ Denied

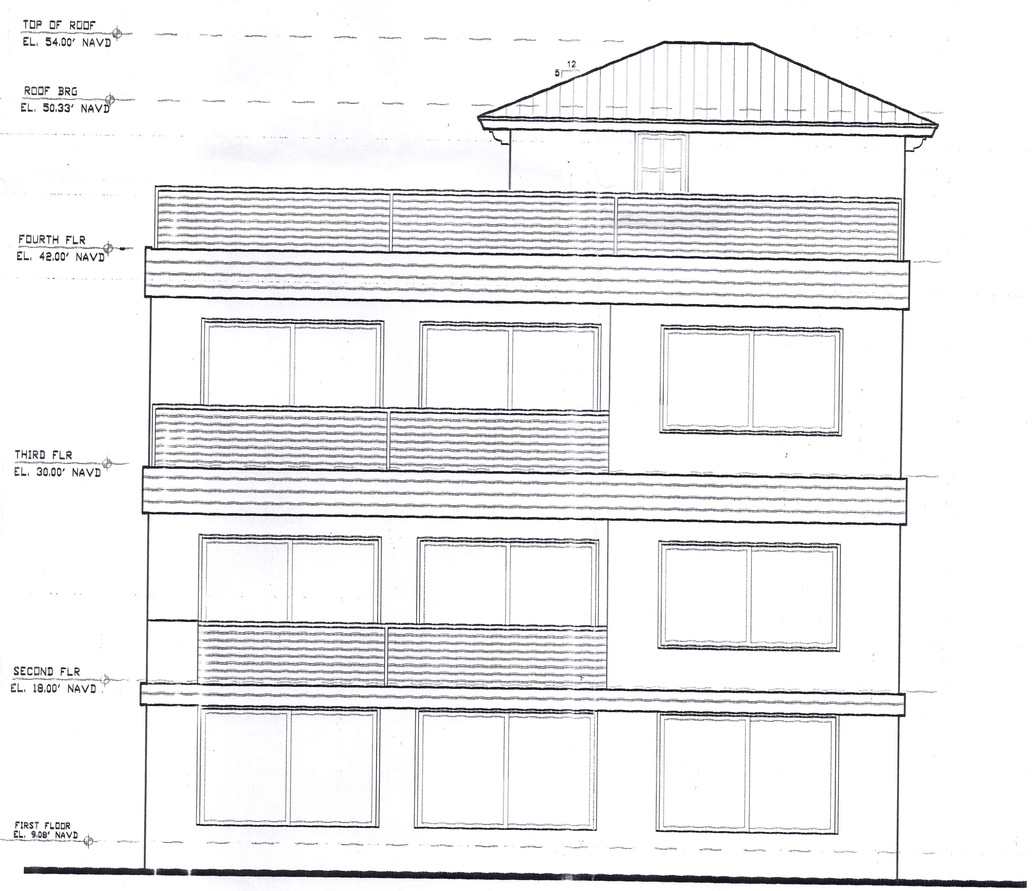
Planning Board: Brandon Creegan for Chairman Bridge

Date: 12-13-2016



NORTH
LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



EAST
REAR ELEVATION

SCALE: 1/4" = 1'-0"

14A80-A2

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ARCHITECTURE & PLANNING
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(954) 426 - 1652
NEWPORT COMMERCE CENTER
DEERFIELD BEACH
FLORIDA 33442

ARCHITECT
AR-7487

REVISIONS:

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NEW SINGLE FAMILY RESIDENCE

MANDEL RESIDENCE

324 SOUTH OCEAN DRIVE, , LOT 12, BLOCK 3, REVISED MAP
FORT PIERCE, ST LUCIE COUNTY, FLORIDA

DATE: 06 JAN '17
PROJECT NO: 15 - J144
SHEET: of 4 A4

City Commission Regular Meeting **11.I.**

Meeting Date: 02/05/2018

Re: Decorative Street Sign Assemblies - Bid No. 2018-001 Single Source

Submitted For: Mike Reals, Public Works Manager, Public Works

---

SUBJECT:

Approval of the purchase of twenty-eight (28) decorative street sign assemblies in an amount not to exceed $22,588.00 from Capital Streetscapes, Austin, TX, for the Lincoln Park Neighborhood Improvement Project.

SUMMARY:

Commission originally awarded a bid to Capital Streetscapes during fiscal year 2015 for the Lincoln Park Redevelopment Area and for standardization the Public Works Department is requesting approval to purchase an additional twenty-eight (28) additional decorative street sign assemblies for the Lincoln Park Neighborhood Improvement Project. The decorative sign assemblies shall include stop signs and double sided street signs for the area encompassing N. 10th Street west to N. 24th Street on Avenue D.

The Purchasing Division has reviewed and investigated this request and found that all information and justification to be correct. It is on this basis that competitive procurement be waived and that the above item be treated as a "Single Source" commodity.

RECOMMENDATION:

Approval to purchase twenty-eight (28) decorative sign assemblies in an amount not to exceed $22,588.00 in accordance with the attached quote #6614. $15,000.00 of those funds are available in the Urban Redevelopment account number 103.9002.554.84.14 and the remaining balance of $7,588.00 in the Public Works account code 001.4002.519.63.20.

ALTERNATIVES:

Choose not to fund this portion of the improvement project.

RESPONSIBLE STAFF:

Urban Redevelopment and Public Works Departments.

COORDINATED WITH:

Urban Redevelopment, Public Works and Finance Departments.

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2018
Account:	00140025196320
Amount:	7,588.00

FISCAL IMPACT:
Purchase was budgeted for 2018

Budgeted Y/N: Y
Fiscal Year: 2018
Account: 10390025548414
Amount: 15,000
FISCAL IMPACT:
Purchase amount was budgeted for 2018.

Attachments

Sign Assemblies Quote

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/30/2018 10:17 AM
City Manager	Nick Mimms	01/30/2018 11:53 AM
Form Started By: Derrick Johnson		Started On: 01/11/2018 05:06 PM
Final Approval Date: 01/30/2018		

CAPITAL STREETSCAPES
9402 Business Drive
Austin, TX 78758-7600
(855)339-7800
info@capitalstreetscapes.com
www.capitalstreetscapes.com

QUOTE

ADDRESS
DERRICK JOHNSON
CITY OF FORT PIERCE
52 SAVANNAH RD.
FORT PIERCE, FL 34982

SHIP TO
DERRICK JOHNSON
CITY OF FORT PIERCE
52 SAVANNAH RD.
FORT PIERCE, FL 34982

QUOTE # 6614
DATE 01/09/2018

SHIP VIA	PO NUMBER	SALES REP	TERMS
UPS FREIGHT		RAY	

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
FL4X14 BK 4" x 14' fluted aluminum pole Black	28	168.00	4,704.00
ACORN4 BK Acorn Finial for 4" pole Black	28	31.00	868.00
BASE45 BK Slipover Base for 4" Pole Black	28	114.00	3,192.00
ARM-A BK Decorative Arm for Street and Wayfinding Signs - Black	56	42.00	2,352.00
SCROLL-A BK Decorative Scroll for Post Arm or Street Sign Frame - Black	56	40.00	2,240.00
DS9X36 HI 9" x 36" Double Sided Street Sign Hi Intensity	56	54.00	3,024.00
CUSTOM ORDER City Logo for Street Signs	112	9.00	1,008.00
FR30OCT BK Sign Frame for 30" Stop Sign Black	26	104.00	2,704.00
R1-1/30 BK HI 30" .080 Stop Sign/Black Back/Hi Intensity	26	87.00	2,262.00
FR36YIELD BK Sign Frame for 36" Yield Sign Black	2	116.00	232.00
R1-2/36 BK EG 36" 080 Yield Sign/Black Back/Eng Grade	2	75.00	150.00
DISCOUNT 5% DISCOUNT	1	-1,137.00	-1,137.00

SUBTOTAL	21,599.00
SHIPPING	989.00
TOTAL	**$22,588.00**

City Commission Regular Meeting **12.a.**

Meeting Date: 02/05/2018

Re: Conditional Use - Arenas Dwelling Rental - 1218 S. 11th Street

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owner, Raul Arenas and Applicant, Andrew Drucker to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) month, at 1218 S. 11th Street, Fort Pierce, FL. The property is zoned R-1, Single-Family Low Density Zone (Parcel ID 2415-703-0063-000-7). Please postpone to February 20, 2018.

SUMMARY:

- The applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 1218 S. 11th Street, to offer lodging of less than six (6) months and a minimum of one (1) to guests.
- The subject property consists of a single-family residence. The single-family structure is a one-story single family home with a finished floor area of 2,573 square feet, containing four (4) bedrooms, three(3) bathrooms and traditional support rooms. An attached two-car garage and a driveway for parking supplement this residential structure.
- The applicant would prefer long term renters of six (6) months or more but would also like to seek approval for rentals of one (1) month or more and less than six (6) months.
- The Planning Board, at their December 12th meeting, voted 4 in favor, 3 against; to recommend approval of the requested Conditional Use.

A total of 49 notifications of the proposal were mailed to owners of property located within 500 feet of the subject property. A tally of the garnered responses will be provided to the City Commission at the public hearing.

The mailed notice, as well as the newspaper advertising, were completed within the time frames required by the Land Development Code. Unfortunately, the sign required to be posted on the site at least 10 days prior to the meeting was not placed. As Sec. 22-143 of the Code of Ordinances requires all three items, Staff is recommending the City Commission open the public hearing and continue to a date certain, the City Commission meeting of February 5, 2018.

RECOMMENDATION:

Staff recommends the City Commission continue to the meeting of February 20, 2018.

ALTERNATIVES:

Conduct the public hearing and approve the request with the following conditions:

1) The maximum occupancy of the home does not exceed eight (8) individuals (2 individuals per bedroom), ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and

4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.

5) Limit no more than 4 vehicles (2 in the garage, 2 in the driveway).

Approval with alternative conditions

Denial

RESPONSIBLE STAFF:
Vennis Gilmore, Planning Analyst

COORDINATED WITH:
Rebecca Grohall, AICP, Planning Director
Paul Thomas, Building Official

Fiscal Impact

OTHER INFORMATION:
Potential Increase in Ad-Valorem and Tourism Tax Revenue

Attachments

Staff Report
Site Aerial & Zoning Maps
Application
Property Record Card
Applicant Narrative
Rental Agreement
Rental Rules
Site Plan and Location Map
Floor Plan
TRC Minutes (Draft)
Planning Board Minutes (Draft)

Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2018 02:08 PM
City Manager	Nick Mimms	01/10/2018 02:59 PM

Form Started By: Vennis Gilmore Started On: 01/04/2018 04:04 PM

Final Approval Date: 01/17/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas Mimms, PE, City Manager
THROUGH:	Rebecca Grohall, AICP, Planning Director
FROM:	Vennis Gilmore, Planning Analyst
RE:	Application for Conditional Use Arenas Dwelling Rental 1218 S. 11th Street
DATE:	January 4, 2018

STAFF REPORT

Owner:	Raul Arenas 1218 S. 11th Street Fort Pierce, FL. 34950
Applicant:	Andy Drucker 3475 Sheridan Street, # 301 Hollywood, FL. 33021
Applicant's Request:	Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months. The identified minimum rental period is identified as one (1) month.
Location:	1218 S. 11th Street
Parcel ID:	2415-703-0063-000-7
Current Zoning:	Single-Family Low Density Zone (R-1)
Future Land Use:	Low Density Residential (RL)

Surrounding Zoning:

North	East	South	West
R-1	R-1	R-2	R-1

Site Size:	.31 acres
Utilities:	FPUA

Staff Analysis:

Request

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 1218 S. 11th Street, to offer lodging of less than six (6) months and a minimum of one (1) to guests. The subject property consists of a single-family residence. The single-family structure is a one-story single family home with a finished floor area of 2,573 square feet, containing four (4) bedrooms, three(3) bathrooms and traditional support rooms. An attached two-car garage and a driveway for parking supplement this residential structure. The property is not located within a historic district. The applicant would prefer long term renters of six (6) months or more but would also like to seek approval for rentals of one (1) month or more and less than six (6) months. The property is zoned Single-Family Low Density Zone (R-1).

The property is located near the northeast corner of Mississippi Avenue and S. 11th Street. The site is surrounded by single family residences to the north, south, east and west. This site features a driveway entrance from S. 11th Street that leads to a two-car garage. There are no sidewalks along the 142.3 feet of S. 11th Street frontage and no sidewalks along the 115.05 feet of Mississippi Avenue frontage of the subject property.

The applicant presents operational guidelines in an effort to minimize adverse impacts to the adjacent homes. These restrictions include the strict screening of potential renters, requirement of substantial security deposits by guests, and prohibition of large gatherings or parties at the site. The applicant states that the home will be professionally cleaned after each renter, and the yard will be professionally maintained.

Dwelling Rentals

Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling rental (dwelling unit)", and defined as follows: One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis, though less than what is otherwise provided for a dwelling, physically separated from any other rooms or dwelling units which may be in the building, and containing sleeping and sanitary facilities and one kitchen.

The State of Florida provides further classification of a dwelling is rented for periods of less than one (1) month, declaring the use a "Vacation rental", and defined such use as any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three- family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for periods of less than 31 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

A dwelling rental, as locally defined, is also a Vacation Rental if the duration of stays are less than one (1) month. The rental of a dwelling for periods at a minimum of one (1) month, but less than six (6) months is a dwelling rental, but not a Vacation Rental.

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rental Definitions

	Dwelling Rental	Vacation Rental
Length of Stay	Less than 6 months	30 days or less
Lodging Type(s)	Non-Transient (more than 30 days)	Transient Lodging
State License Requirement	If rented 30 days or less (Vacation Rental)	Division of Hotels & Restaurants – Vacation Rental License
Public lodging establishment *(ADA & Misc. Regulations)*	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Zoning & Land Use

The subject site is located within the Single-Family Low Density Zone (R-1) district which is designed to provide for areas of single-family dwellings with an average net density of less than four (4) units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses. Water and sewer service should be available. Furthermore, the site has a land use designation of Low Density Residential (RL).

The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from 1 to 6.5 dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

Traffic & Parking

The traffic generation from the proposed use is undetermined based upon numerous variables present, and the absence of complete data by the Institute of Transportation Engineers (ITE) Trip Generation Manuel. Review of similar uses of this scale, in comparison to impacts of a multifamily housing development, suggest an insignificant effect overall evaluation; however the absence of maximum occupancy, occurrence of short lengths of stay, and frequency of cleaning services are variables that may concentrate trips during seasonal months and weekends, causing elevated traffic impacts during such times.

Pursuant to City Code Section 22-60 (d), b. Motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The subject site features a two (2) car garage, and driveway space for approximately two (2) vehicles.

Conditional Use

The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. The use as presented features commercial aspects that are not generally appropriate for single-family, low-density environments.

The authorization of a Conditional Use to establish a dwelling rental for periods of less than six (6) months, but greater than one (1) month would provide an opportunity for consistency with zoning district and land use designation as the use becomes non-transient, minimizing the commercial nature of the use and potential impacts to the surrounding residential neighborhood. The further limitation of other leading effects of the use may provide greater assimilation of the short-term rental within a single-family district.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided for viewing by the City Commission.

Planning Board Recommendation:

The Planning Board, at their December 12th meeting, voted 4 in favor, 3 against; to recommend approval of the requested Conditional Use. A total of 49 notifications of the proposal were mailed to owners of property located within 500 feet of the subject property. A tally of the garnered responses will be provided to the City Commission at the public hearing.

Staff Recommendation:

The proposed use presents the provision of limited transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood of this location, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restriction therefore; Staff recommends the City Commission approve the request with the following conditions:

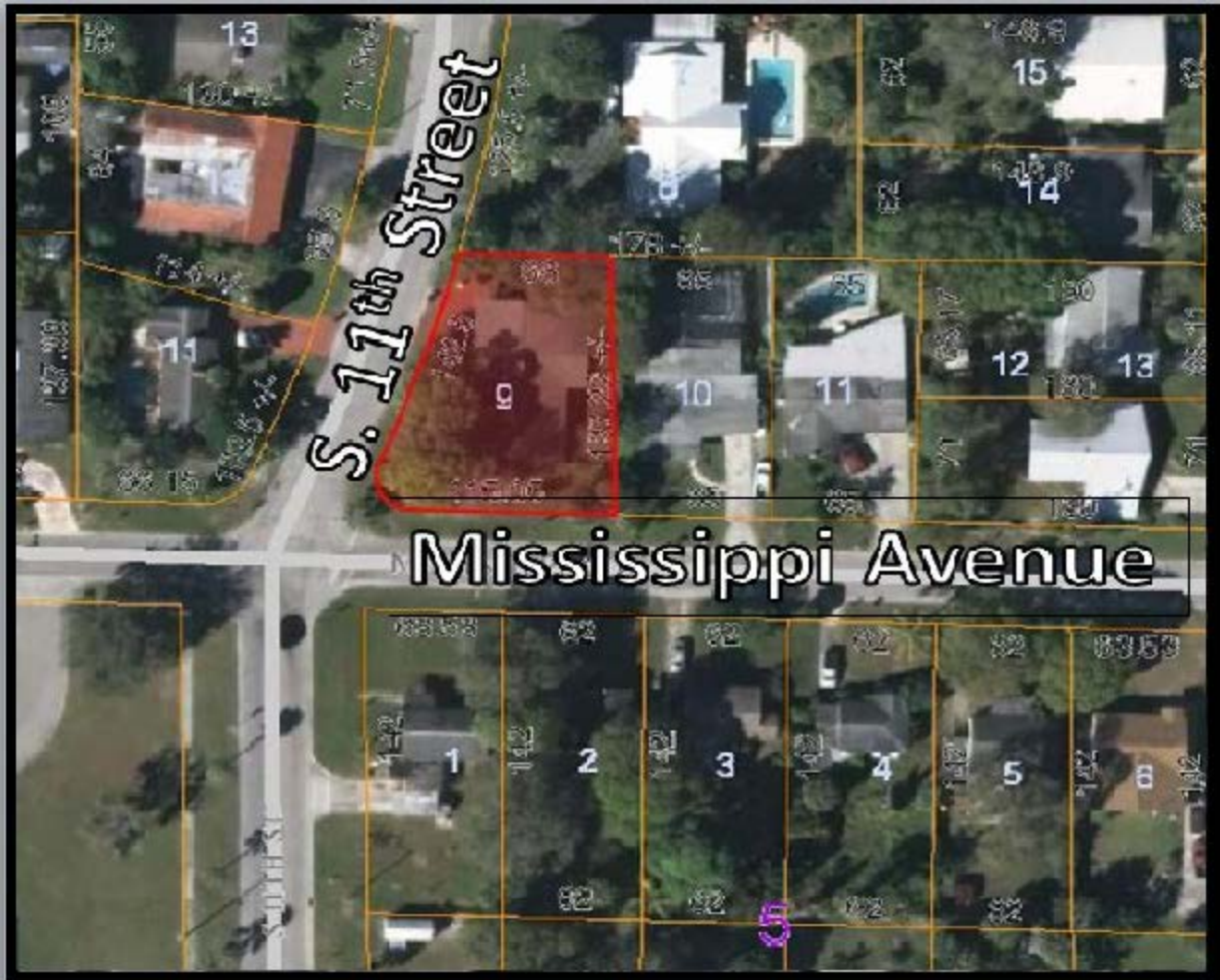
1) The maximum occupancy of the home does not exceed eight (8) individuals (2 individuals per bedroom), ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and

4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.

5) Limit no more than 4 vehicles (2 in the garage, 2 in the driveway).



N
W E
S

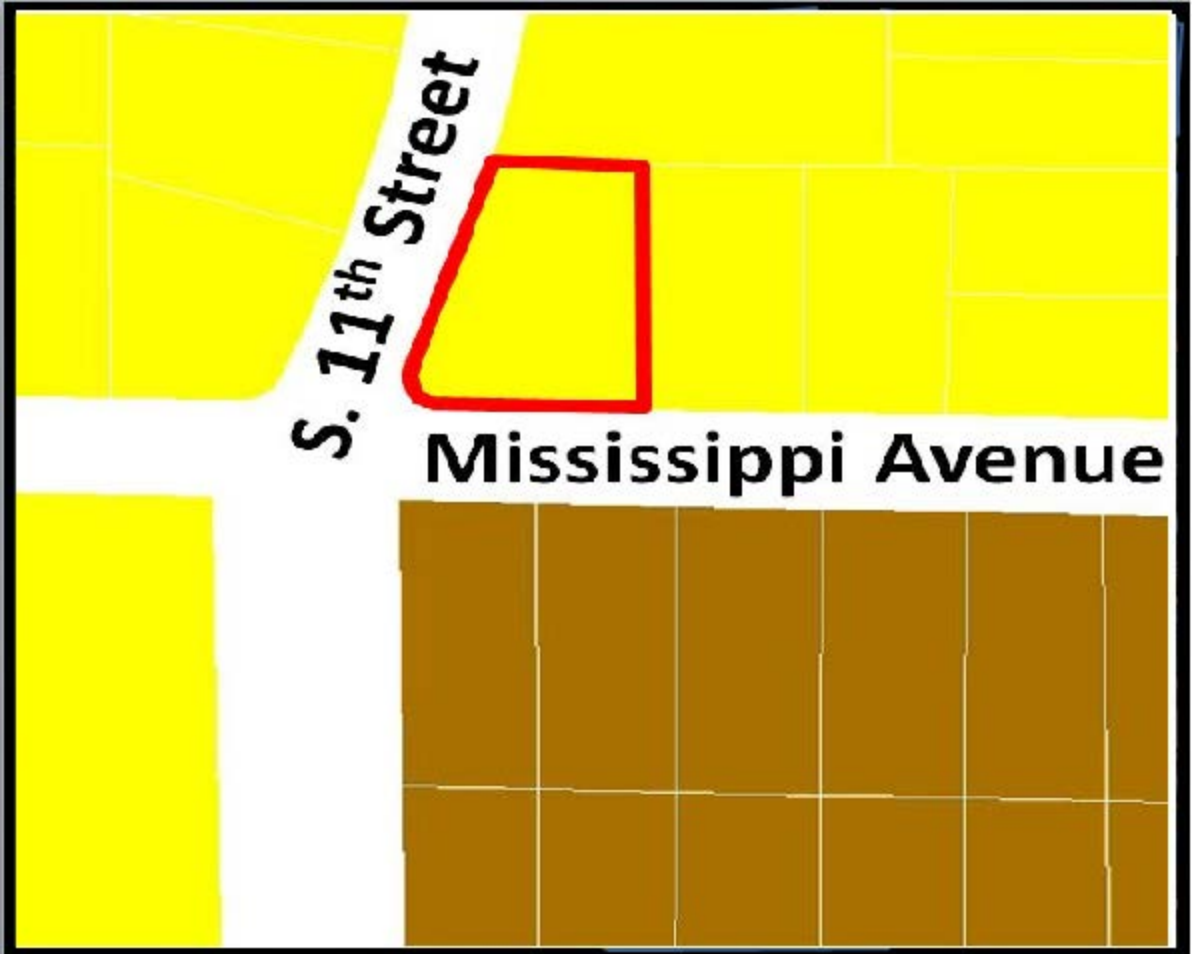
Arenas Residence

Conditional Use w/ No New Construction

1218 S. 11th Street

Aerial Map

THE SUNRISE CITY
FORT PIERCE
Florida



N
W E
S

Arenas Residence

Conditional Use w/ No New Construction

1218 S. 11th Street

THE SUNRISE CITY FORT PIERCE Florida

R-1 = **R-2** =

Zoning Map

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location: 1218 S. 11th Street, Fort Pierce, FLA 34950

Parcel ID#(s): 2415-703-0063-000-7

Project description: Short term Rentals -30 days or more

RAUL ARENAS
Property Owner(s)
1218 S. 11th Street
Street Address
Ft. Pierce FLA 34950
City State Zip
786 519-2413
Phone Number
raularenasnunez@gmail.com
Email Address

Tables Law Group, P.A. & Andy Drucker
Applicant/ Representative, Title, Company
3475 Sheridan Street, #301
Street Address
Hollywood, FL 33021
City State Zip
786 269-3554 or 305 975-8906
Phone Number
rtables@gmail.com
Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in ~~his/her~~ behalf for the purposes of seeking approval for the application described herein.

Property Owner(s) Signature(s)

STATE OF FLORIDA – Broward COUNTY
The foregoing instrument was acknowledged before me this 30 day of October, 2017, by
Raul Arenas Nuñez who is personally known to me or has produced
as identification.

Signature of Notary

ANA YELITZA OCERINJAUREGUI
MY COMMISSION #FF116196
EXPIRES April 24, 2018
(seal)
(407) 398-0153 FloridaNotaryService.com

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date
Intake Planner
Planner Assigned
Approved By Date
Comments

Fees Control # B. Permit #

Intake Date Stamp

❑ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ❑ *If no site improvements are required:*
  - ❑ As-built survey
  - ☑ Floor plan of existing building(s)
- ❑ *If parking and drainage improvements are required:*
  - ❑As-built survey;
  - ❑Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ❑Lighting plan
- ❑ Complete, notarized application

Application Type:

☑ Conditional Use: No new construction with no site improvements

❑ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 3,114 sq ft Parking Spaces: 5

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
Residential	Residential	Residential	Residential

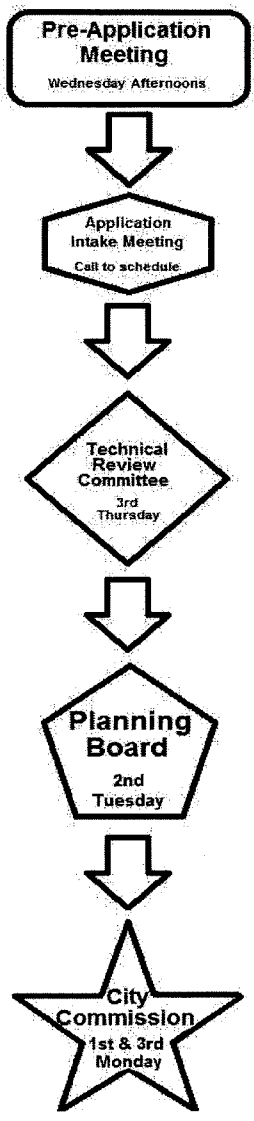
The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

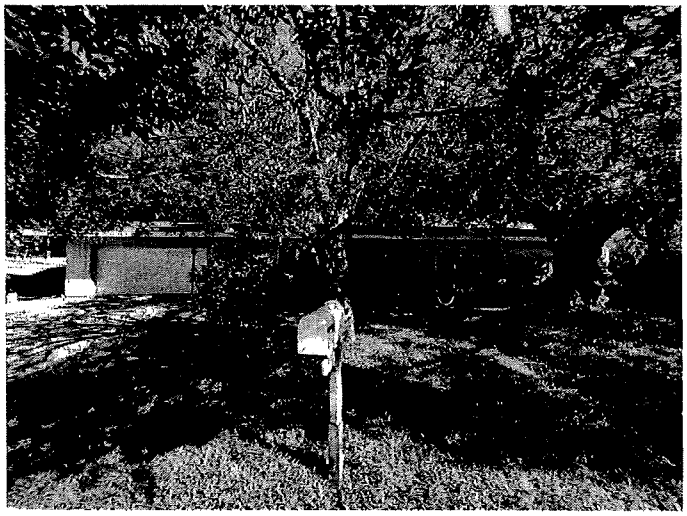
Application Outlook



Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address:	1218 S 11th ST
Parcel ID:	2415-703-0063-000-7
Account #:	24971
Map ID:	24/16N
Use Type:	0100
Zoning:	R1
City/County:	Fort Pierce



Ownership

Raul N Arenas
1218 S 11th St
Fort Pierce, FL 34950

Legal Description

SUNRISE ESTATES BLK 4 LOT 9 (OR 3593-1457)

Current Values

Just/Market Value:	$107,100
Assessed Value:	$70,991
Exemptions:	$45,991
Taxable Value:	$25,000

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	2,573
Gross Area (SF):	3,114
Land Size (acres):	0.31
Land Size (SF):	13,356

This information is believed to be correct at this time but it is subject to change and is not warranted.
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DATE: October 24, 2017

TO: City of Fort Pierce, Planning Department

Owner: Raul Arenas

RE: REQUEST FOR CONDITIONAL USE PERMIT for Short Term Rentals (One month or longer)

1218 South 11th Street, Fort Pierce, FL

Parcel Identification Number: 2415-703-0063-000-7

Legal Description: Sunrise Estates Block 4, Lot 9 (O.R. Book 3593, Page 1457)

Dear Sirs/Ladies:

I am formally applying for a Conditional Use Permit – No New Construction – for short term rentals of my home located at 1218 S. 11th Street, Fort Pierce, Florida.

I have been temporarily residing abroad in order to receive medical care for a fairly serious heart condition. Consequently, I decided to rent out my house in order to help cover my spiraling healthcare costs. I intend on renting my house for periods of *no less than* 30 days at a time. Ideally, I would prefer to find renters who are interested in renting for a period of six months or longer.

I am submitting a floor plan for my house which reveals that it is a four (4) bedroom, three (3) bath house with a two-car garage. I am also enclosing photographs of the interior of my home so that you will have a better idea as to how it looks. I plan on making my home available for rent to retirees or families but in no event shall the number of guests exceed a maximum of six (6) family members.

I have prepared a statement of Rental Rules which accompanies this application. I have also prepared a draft Short-Term Lease Agreement that I will, with any needed modifications, use at the time the rental is booked by a prospective guest.

I have a gentleman who will act as the Property Manager in my absence. His name is Brian Roberts, his address is 941 S.W. McElroy Avenue, Port St. Lucie, FL 34953 and he can be reached at (561) 282-8359.

I have a driveway that can accommodate up to three motor vehicles

In conclusion, I am requesting a conditional use permit for short term rentals OF NO LESS THAN thirty (30) days length but up to six (6) months, should the opportunity arise.

If there are any questions, please direct them to Ryan Tables at Tables Law Group, P.A. at (786) 269-3554 or to Andy Drucker (305) 975-8906.

Thank you for your consideration in this matter.

Sincerely, Raul Arenas

SHORT TERM RENTAL AGREEMENT

This SHORT TERM RENTAL AGREEMENT ("Agreement") is entered into on this ____ day of _____, 201___, by and between RAUL ARENAS (the "Homeowner") and _____(the "Guest"). For good and valuable consideration exchanged herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Location: The property to be rented is located at 1218 South 11th Street, Fort Pierce, Florida 34949. The property is fully furnished and contains a two car garage.
2. Rental party: The rental party shall consist of the following persons:

   _____

   _____

3. Maximum Occupancy: The maximum number of guests is limited to six (6) persons.
4. Term of this Lease: The lease commences at 2:00 p.m. on _____ (the "Check in date") and ends at 12:00 noon on _____ (the "Check out date.")
5. Minimum Stay: This property requires a 30-day minimum stay. Longer stays are permissible as well. No reservations will be accepted for any period of less than 30 days.
6. Rental Rules: Guest agrees to abide by the Rental Rules attached as Exhibit "A" at all times while staying on the property and all members of the guest party must also abide by these rules at all times while staying on the property.
7. Access: Guest shall allow the Homeowner's property manager access to the Property for the purposes of repair and inspection upon appropriate advance notice to the Guest.
8. Rental Rate:
   a. The rental rate is $_____ for your stay.
   b. A deposit in the amount of $_____ is due from you upon making the reservation. The deposit is required to reserve the requested date as well as a security deposit and shall only be refunded to you if cancelled no less than 30 days prior to the commencement date of this lease.
      Deductions to the security will be made for any of the following:
      1. Damage to the property or furnishings;
      2. Excessive cleaning costs; or
      3. Any other cost incurred by the Homeowner due to Guest's stay.

9. Cancellation policy: If the Guest wishes to cancel his/her reservation, the reservation/security deposit will be refunded as follows:

   0% penalty if cancelling greater than 30 days prior to check-in date

50% penalty if cancelling at least 15 days prior to check-in date

100% penalty if cancelling less than 15 days prior to the check-in date

10. Insurance: We encourage all renters to purchase traveler insurance.

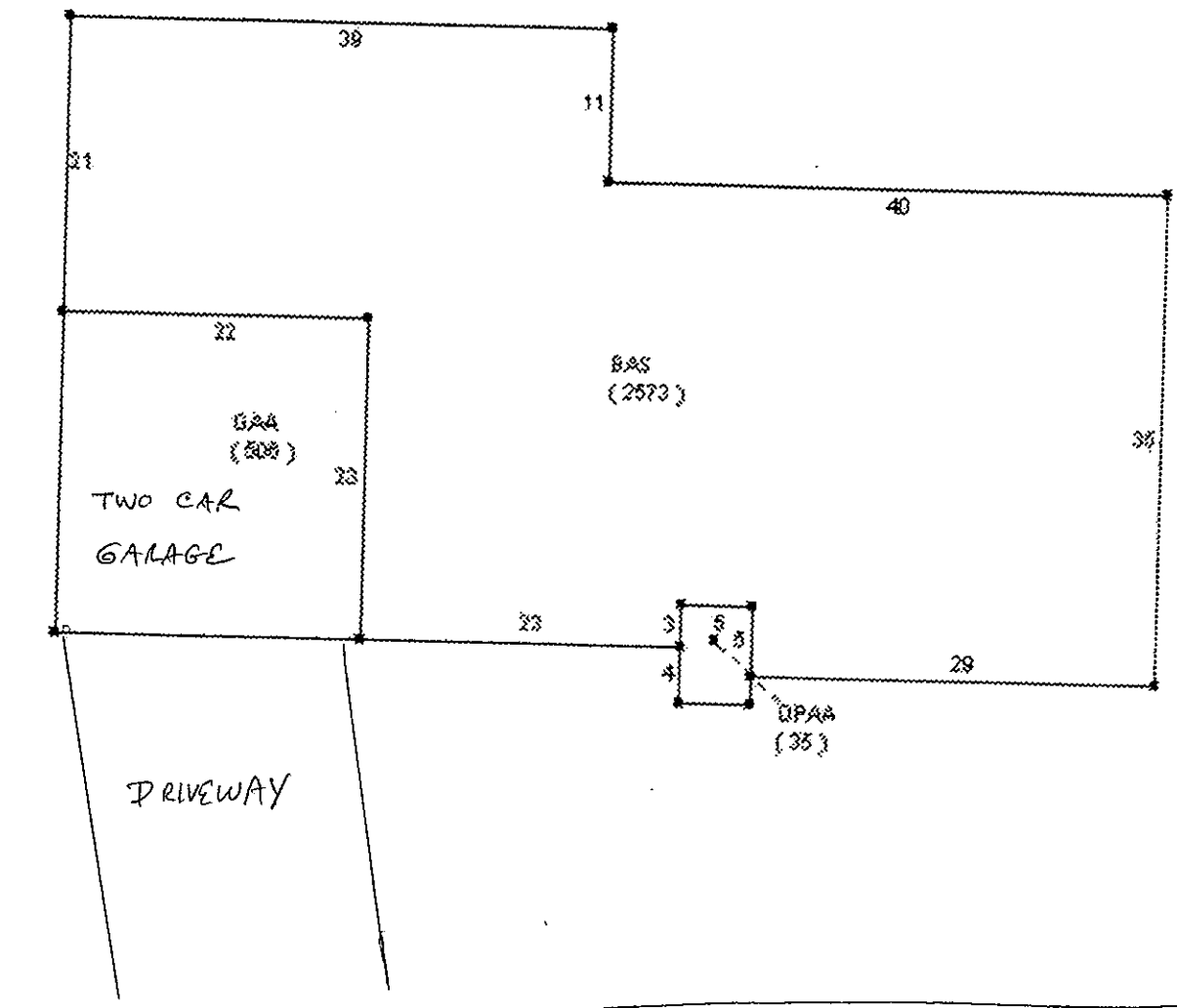
The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

HOMEOWNER:	GUEST:
Raul Arenas	
Name:	Name:
Date:	Date:
Phone:	Phone:

RENTAL RULES

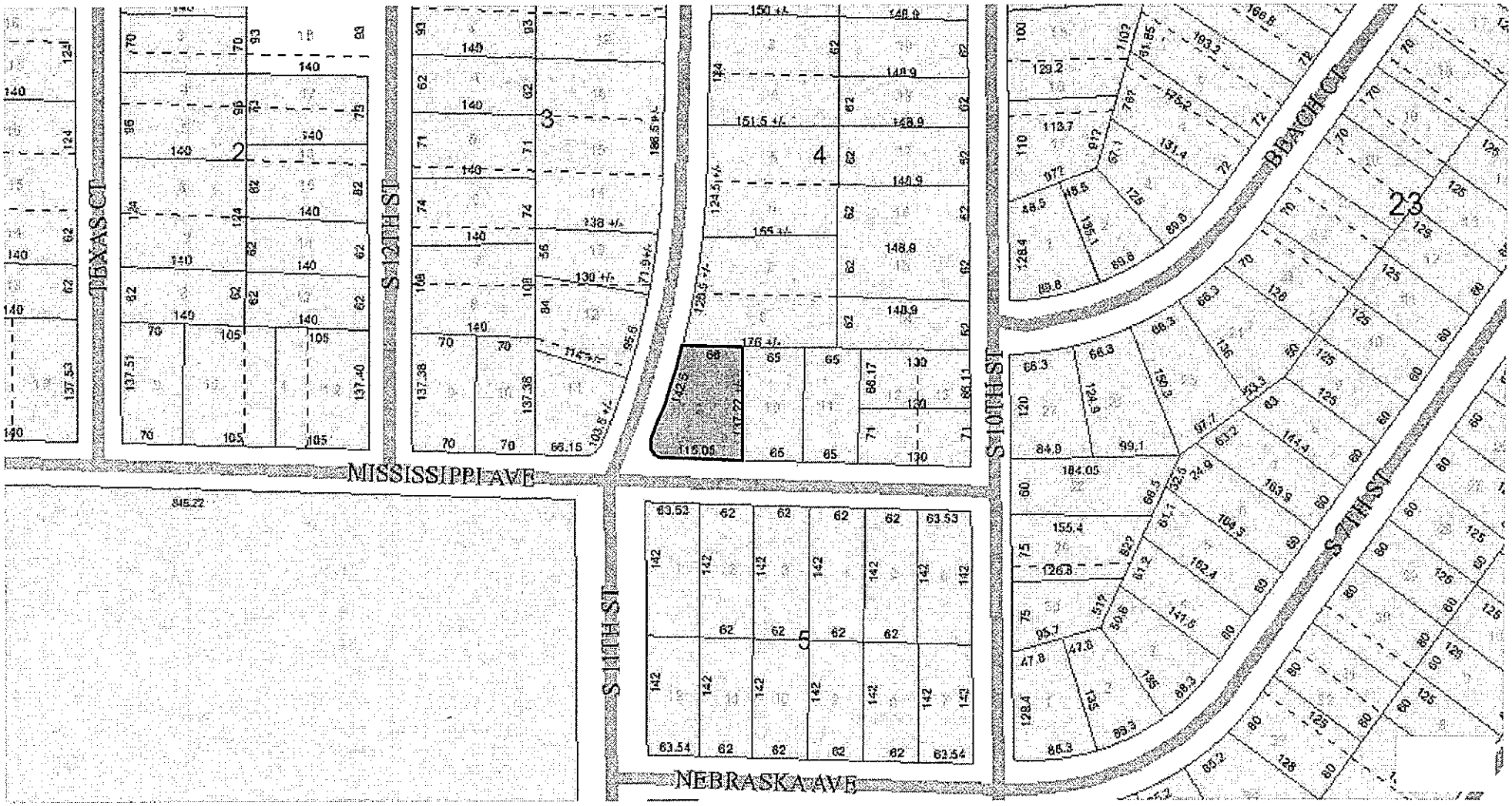
1. BE A COURTEOUS GUEST: We want you to enjoy your stay but please keep in mind that you are staying in a residential community. Our neighbors enjoy the tranquility of the area and deserve the utmost respect and consideration. Thus, loud noises, late evening celebrations and the playing of very loud music will be disruptive to your neighbors and therefore will not be tolerated nor permitted.
2. NO SMOKING: This is a "smoke free" home and therefore, smoking is not permitted in the home at any time. You may smoke outside only.
3. GUESTS: Those other than those who comprise the "guest party" are not permitted to stay overnight on the property. Any person that you may invite to visit with you while staying on the property is your sole responsibility.
4. NO PETS: This property is not suitable for pets.
5. NO PARTIES OR EVENTS are permitted on the premises at any time. See rule #1 above.
6. CHECK IN TIME AND CHECK OUT TIME: Check in time is 2 pm or any time thereafter. Check out time is 12 noon.
7. We urge our guests to be respectful of the property and its contents. Please maintain the property and all furnishings in good condition.
8. Parking: All motor vehicles must be parked in designated parking areas only. Parking on the street or lawn is not permitted under any circumstances. Any illegally parked vehicles will be subject to being towed from the premises and all applicable fines or towing fees will be the sole responsibility of the vehicle owner.
9. Housekeeping: There is no daily housekeeping service. While clean linens and bath towels are provided for your use, daily maid service is not included in your rental rate. Please do not remove towels or linens from the home.
10. The property is limited to a maximum of six (6) people.
11. This is a privately-owned home. The owner is not responsible for any accidents, injuries or illness that may occur while you are on the premises. The Homeowner is not responsible for the loss of personal belongings or valuables belonging to any guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they may invite to use the premises.

RAUL ARENAS RESIDENCE
1218 S. 11th Street, Ft. Pierce



MISSISSIPPI AVENUE

SOUTH 11th Street


TEXAS CT
S 12TH ST
S 10TH ST
BEACH CT
S 7TH ST
MISSISSIPPI AVE
NEBRASKA AVE
S 11TH ST
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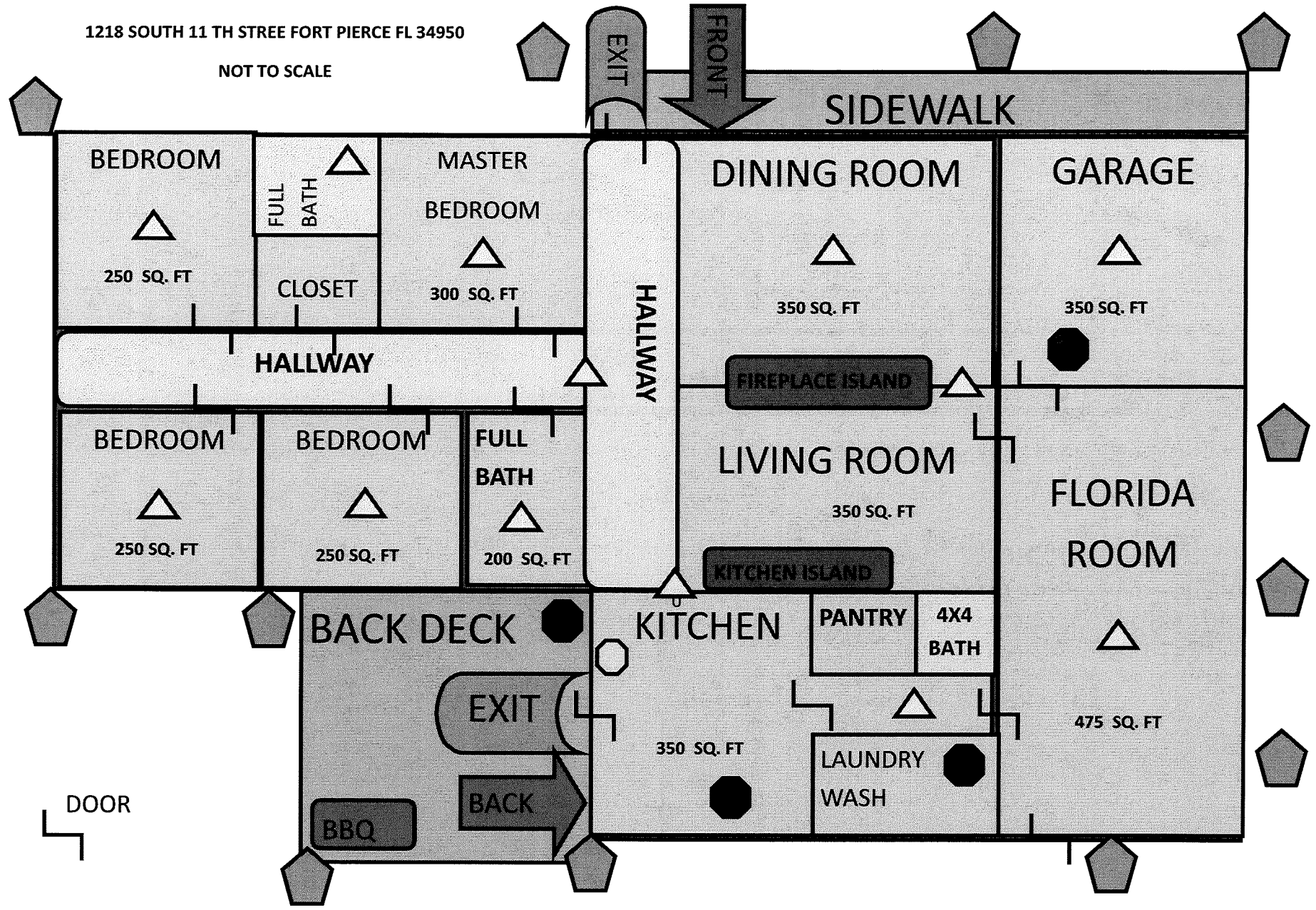
23

1218 SOUTH 11 TH STREE FORT PIERCE FL 34950

NOT TO SCALE



D R A F T

CITY OF FORT PIERCE
TECHNICAL REVIEW COMMITTEE

Minutes

OF THE REGULAR MEETING OF THE CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE HELD ON THURSDAY, NOVEMBER 16, 2017, IN THE FORT PIERCE COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Present: FP Code; SLC Engineering; SLC Surveyor; FPUA Electric; FP Planning; FPUA Water/Wastewater; FP Building; FP Engineering; SLC Fire District

Absent: FP Police; SLC Planning; FP Public Works; SLC TPO

Staff Present: Rebecca Grohall, Planning Director
Kori Benton, Senior Planner
Vennis Gilmore, Planning Analyst
Brandon Creagan, Planner
Alicia Rosenthal, Executive Assistant

4. **Approval of Minutes**

a. Minutes from the October 19, 2017 meeting

Motion was made by SLC Surveyor, and seconded by FPUA Electric to approve the minutes from the October 19, 2017 meeting.

AYE: FP Building, FP Code, FP Engineering, FP Planning, FPUA Electric, FPUA Water/Wastewater, SLC Engineering, SLC Fire District, SLC Surveyor

Passed

5. New Business:

a. **Conditional Use - Galleria Commercial Parking Lot – 117 N. 2nd Street (Kori Benton)**

Mr. Benton: There are two components to the request: One component is subject to Planning staff's review comments and the other seeks to utilize some of the public right-of-way for valet parking, which the city code does not have provision to lease space for valet parking. Planning comments are specific to use of the parking lot for commercial parking, with a user fee excepted for members of the public to park.

Staff is looking at ironing out the address of the property. The address still carries a North 2nd Street designation but it has access from Depot Drive. This is an older address from when the parking was tied into the Kraaz and Kraaz building on 2nd Street.

Jennifer Zavila, Applicant Representative: The ADA requirements were approved by the state. Can you explain the concerns with the eastern easement and the one-way traffic pattern?

Mr. Benton: If the spaces are going to remain in the existing location a striped access aisle over to the alleyway would be required. We are looking for the one-way traffic pattern to be an overlay on the survey and permitted once the conditional use is approved. Between the Engineering and Planning department there are concerns with the northern drive aisle abutting the alleyway. Currently a portion of alleyway contributes to the asphalted area that is part of the required dimensions for the 90 degree parking spaces. The city is seeking a shared agreement through the conditional use, to be able to find a balance between use by the commercial parking lot of the alleyway, but also providing the opportunity for established parking areas to be accessed through the northern drive aisle.

FP Building: Florida Building Code through the accessibility code is how ADA is approved. At a certain point if the parking spaces were approved for a change of location from the eastern most boundary to the middle boundary there should have been a permit submitted. If you are going to move forward it has to comply with the current accessibility codes; the state agency does not approve this.

FP Planning, FP Building and FP Engineering comments are attached.

FP Code, SLC Surveyor, SLC Engineering, FPUA Electric, FPUA Water/Wastewater and SLC Fire District had no comments.

b. **Conditional Use - Deese Residence Dwelling Rental - 1011 Boston Avenue (Vennis Gilmore)**

Mr. Gilmore: The applicant is looking to have a dwelling rental to rent a minimum of month and maximum of less than 6 months.

FP Building: For a point of clarification, transient housing is from 30 days or less so if it is going to be a short term rental then it specifically would need to be 31 days or more.

Kevin Deese, Property Owner: Fully intend to imply with the comments and will make changes as necessary to the documents supporting 31 days or more or anything with Code Enforcement that has not been addressed.

Planning, FP Code and FP Building comments are attached.

SLC Surveyor, SLC Engineering, FPUA Electric, FPUA Water/Wastewater, FP Engineering and SLC Fire District had no comments.

c. **Conditional Use - Arenas Residence Dwelling Rental - 1218 S. 11th Street (Vennis Gilmore)**

Mr. Gilmore: The applicant is seeking to rent a minimum of 31 days or more and less than 6 months. The zoning for the property is R-1, Single Family Low Density Residential.

FP Planning, FP Code and FP Building comments are attached.

SLC Surveyor, SLC Engineering, FPUA Electric, FPUA Water/Wastewater, FP Engineering and SLC Fire District had no comments.

Andy Drucker, Applicant Representative: Some of the matters that have been brought up are in the process of being addressed. A guide booklet has been created by the owner, Mr. Arenas. A schedule has been sent with the recycling days and garbage days and what bins need to be put out. We will include information for compliance with the code. Please clarify the penalties if there is failure to comply by a renter.

FP Code: The City Commission may ask you the penalties if there is failure to comply by a renter.

d. **Conceptual Development Plan – Southwick Commons – Oleander Avenue (Brandon Creagan)**

Mr. Cregan: This is a conceptual development plan for an affordable housing apartment complex for seniors 55 and older. The zoning on the property is R-4, Medium Density Residential with a Future Land Use of RM, Medium Density Residential. The applicants are requesting a three- story building, 100 units maximum and 80 units at a minimum on site.

SLC Surveyor: I have been working directly with the consultant and all of the comments are going to be resolved to my satisfaction.

FPUA Water/Wastewater - Approved. Once the Conceptual Development Plan has been approved by the Commission we ask that you schedule a Pre-Design meeting to address the utility needs of the development.

SLC Fire Department: It will have to be fully sprinkled and alarmed. On the utility sheet of the site plan show the location of the hydrants, mains and FDC.

FP Planning, SLC Surveyor, SLC Engineering, FP Building, FP Engineering comments are attached.

FP Code and FPUA Electric had no comments.

Mickey Bradley, Seller: Available for questions.

SLC Surveyor: The right-of-way comment from SLC Engineering may not be applicable.

Chair Grohall: Please send revised comments to Mr. Creagan.

Joshua Bradley, Seller: Spoke with engineering at North St. Lucie River Control Unit and they are more than willing to work with us. Most of the right-of-way is over grown and they basically gave us the go ahead to do what we have to do and send them a bill.

e. **Temporary Use - PreCast Concrete – 3898 Selvitz Road (Kori Benton)**

Mr. Benton: PreCast Concrete development site plan is currently engaged and working toward completion. It is a 75 acre sight that is going to operate and produce a variety of concrete precast products.

The temporary use application presented a variety of deadlines in there project completion with a request to bring some preliminary production on site in a specific area within phase 1A. With that they presented a commitment to complete the designated turn lane on Selvitz Road as well as the storm water retention area, berming and landscaping to provide a buffer of this site and stabilize an area for parking for employees. With this preliminary production activities they are seeking one component for utility poles to be able to be formed, produced and transported in and out of the site for the reduced staff of 40 50 as they work to complete other aspects of the site development plan: full fledged parking area, joint drive aisles and variety of sorts.

Because of some of the recent weather conditions and rain delays they have experienced, the timeline presented within the temporary use application is shifted back 3-4 weeks. I have been in contact with the project manager and lead engineer for PreCast and I am seeking an invitation to come out with our building, engineering and planning staff and St. Lucie County engineering to jointly complete inspections on what they have put on paper within the temporary use commitments for certifications of certain items in order to feel comfortable with them initiating production on site. We are waiting for the time table and the window in which they will have completed those items they presented in the temporary use application.

SLC Surveyor: Our Planning department has deemed this an expedited project and I want to ensure you and the applicant we will do whatever it takes to help work through this as quick as we can to jointly inspect or whatever it needs to be to bring this project to completion.

SLC Engineering: We have no issue with the proposals. We will work with the applicant for them to get going with what they want to do.

FPUA Electric: No objections.

FP Building and FP Engineering comments attached.

FP Code, FPUA Water/Wastewater had no comments.

Mr. Benton: Asked SLC Engineering if they are aware of any inspection of the right-of-way work, designated turn lane.

SLC Engineering: The request for inspection goes through the right-of-way permit section.

SLC Surveyor: Working with Selena and no one has requested for an inspection at this point. They are getting close. I would have the applicant call and request the inspection.

f. **Temporary Use - Asphalt Plant - 4060 Selvitz Road (Kori Benton)**

Mr. Benton: The Johnson property is seeking an opportunity to establish a temporary asphalt plant on the premises to service and provide support to the Midway Road reconstruction project. The applicant has presented a duration period of 3 years for this project. It has been made aware that our temporary uses are considered in 1 year allotments with the prospect of it being renewable upon further consideration at the end of the 12 month period. The applicant has presented a layout of the temporary plant, some berming to capture some of the stormwater runoff on site as well as provide some buffering and separation between the adjacent site.

FP Planning, SLC Engineering, FP Building and FP Engineering comments are attached.

FP Code, SLC Surveyor, FPUA Electric and SLC Fire District had no comments.

David Morin, Applicant Representative from Culpepper Terpening: We plan for 3 years but the Engineering staff said 2 years and the Planning staff said 1 year.

Mr. Benton: The code provides the establishment and the director has the authority to approve a temporary use for one year with the capacity to apply for an additional year.

Chair Grohall: Our regulations allow for a one year temporary authorization and we can allow you two additional annual renewals so that will get you the three year period. We will touch base with Tracy in Engineering regarding the two year extension.

g. **Voluntary Annexation - 5450 S. US Highway 1 (Kori Benton)**

Mr. Benton: The property owner is seeking voluntary annexation in the City of Fort Pierce of the 2.32 acre tract. The applicant owns property adjacent that is in the city limits and they are seeking to bring that property in to the city via voluntary annexation. They are requesting the equivalent zoning and land use designation from the county to be transferred into the city without change.

Chair Grohall: What zoning and land use are they requesting?

Mr. Benton: C3 with a General Commercial Land Use

FP Planning, SLC Engineering, FPUA Electric, FPUA Water/Wastewater, FP Building, FP Engineering, SLC Fire District had no comments.

SLC Surveyor comments are attached.

6. Public Comments

7. Staff Comments

8. Adjournment

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Kori Benton, Senior Planner

FROM : John R. Andrews, P.E., City Engineer TST

RE : Annexation – 5450 S. US Highway 1

DATE : November 9, 2017

RECEIVED
NOV 13 2017
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on November 8, 2017:

- [x] Annexation Application
- [ ] Construction Drawings
- [ ] Test Reports & Related Documents
- [ ] Executed Construction Contract
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Annexation
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\A\Annexations\5450 S. US 1\Annexation Approval- 110917.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 117 N. 2nd St. – Galleria Commercial Parking Lot (KB)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. If open to the public, ADA parking space(s) is/are required.
2. Accessible routes to public way also required.

PT/km

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

November 9th, 2017

Stefan K. Matthes, P.E.
Culpepper and Terpening, Inc.
2980 South 25th Street
Ft. Pierce, FL 34981
smatthes@ct-eng.com

Re: **Technical Review –** Temporary Use
Asphalt Plant – 4060 Selvitz Road

Dear Mr. Matthes, P.E.

The following are technical review comments from the Planning Department's review of the application for Temporary Use for an Asphalt Plant – 4060 Selvitz Road:

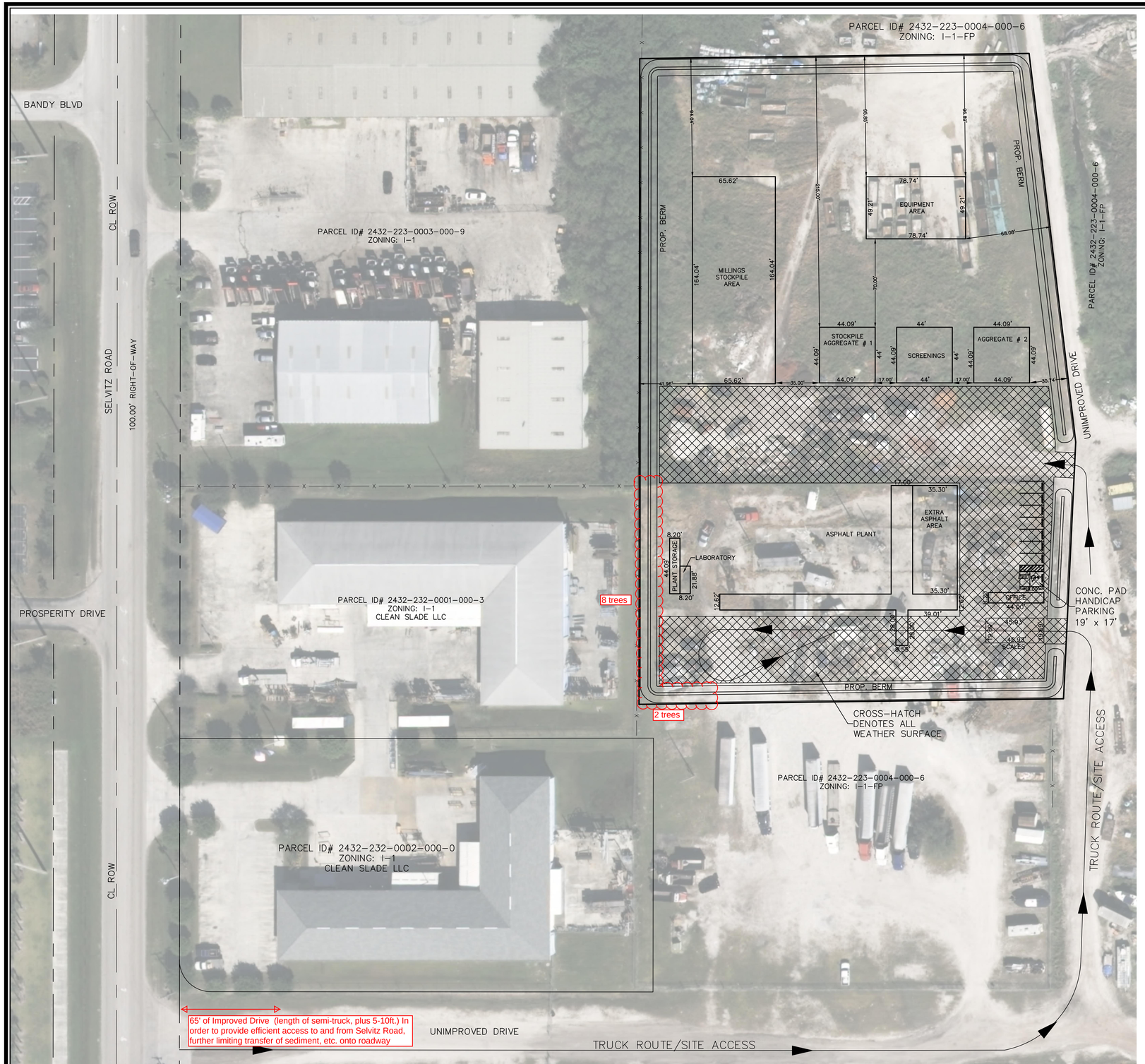
1) Due to the nature of the activities, and the potential traffic impacts to Selvitz Road, the applicant is requested to provide a 65' section of improved drive (length of semi-truck, plus 5-10ft.), from the property line to the east, at the access point from Selvitz Road. This request seeks to provide efficient access to and from Selvitz Road further limiting transfer of sediment, etc. onto roadway.

2) Due to the anticipated length of use, 8-10 trees are requested for installation within the berm/buffer area at the south west corner of the site pursuant to City Code Section 22-187 (6) Vehicular use, building, retention/detention areas adjacent to other property. Landscape standards for these areas are as follows:
a. Where a vehicular use area does not abut a street right-of-way but abuts other property, there will be a landscaped strip of land which is at least ten (10) feet wide. b. The landscaping strip required by the immediately foregoing subsection shall include an average of at least one tree for each two hundred (200) square feet of the required landscape area. (Shown). Establishment may be completed via use of bubblers or irrigation bags.

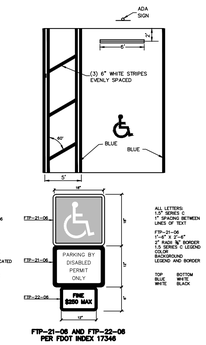
3) Temporary Use authorization is valid for one (1) year, with the capacity for renewal. At the time renewal is requested, review of various site impacts will be conducted in coordination with the TRC.

If you have any inquiries or concerns, please let me know. Please contact me should you have any questions regarding the project at (772) 467-3739 or by e-mail: kbenton@city-ftpierce.com.
Sincerely,

Kori Benton
Senior Planner

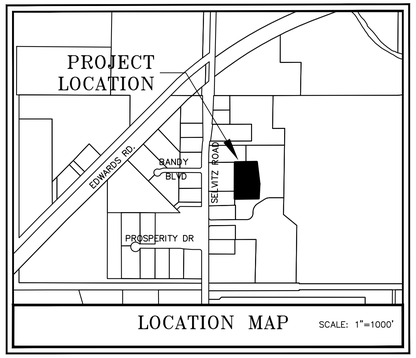


GRAPHIC SCALE
40 0 20 40
(IN FEET)
1 inch = 40 ft.



FTP-21-06 AND FTP-22-06
PER FDOT INDEX 17346

TYPICAL HANDICAPPED PARKING ILLUSTRATION



SITE DATA

APPLICANT:
MORRISON USA #430
1201 BRICKELL AVENUE
MIAMI, FL 33131

PROPERTY OWNER
BOBBY AND WANDA JOHNSON
4767 SELVITZ ROAD
FT. PIERCE, FL 34981

ENGINEER:
STEF MATTHES, P.E.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH. STREET
FORT PIERCE, FL 34981
PHONE: (772) 464-3537

SURVEYOR:
TOM KIERNAN, P.S.M.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH. STREET
FORT PIERCE, FL 34981
PHONE: (772) 464-3537

1.) **PROJECT NAME:** TEMPORARY ASPHALT PLANT

2.) **LOCATION:** 4060 SELVITZ ROAD
FT. PIERCE , FLORIDA.

3.) **PROJECT DESCRIPTION** INSTALLATION OF ASPHALT PLANT USED FOR THE MANUFACTURE OF ASPHALTIC CONTRETE USED IN PAVING.

4.) **SEC/TOWNSHIP/RANGE:** SECTION 32 / TOWNSHIP 35S / RANGE 40E **Map ID:**

5.) **PARCEL ID NUMBER:**
PARCEL 1: 2432-223-0004-000-6

6) **SITE AREA:**
TOTAL SITE AREA **3.90** ACRES

7.) **ZONING/ LAND USE:** EXISTING I-1-FP PROPOSED I-1-FP

8.) **FLOOD ZONE:** ZONE (S) A
Map Number 12111C0188J
Effective Date February 16, 2012

9.) **UTILITY SERVICE:**
WATER SERVICE: EXISTING FPUA WASTEWATER SERVICE: EXISTING FPUA
ELECTRIC SERVICE: EXISTNG FPUA

10.) **SOLID WASTE:**
WASTE MATERIALS FROM ASPHALTIC CONCRETE PRODUCTION: IT IS NOT ANTICIPATED THAT THE PLANT WILL PRODUCE WASTE AS THE MATERIALS USED IN THE PRODUCTION ASPHALTIC CONCRETE DO NOT PRODUCE A WASTE STREAM.

11.) **HAZARDOUS MATERIALS:**
DISPOSAL OF ALL HAZARDOUS WASTE MATERIAL, IF ANY, SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

12.) **DRAINAGE STATEMENT:**
THE SITE WILL BE BERMED TO PREVENT OFFSITE RUNOFF.

13.) **VEGETATION STATEMENT:**
THE SITE HAS BEEN CLEARED PREVIOUSLY AND IS CURRENTLY USED FOR STORAGE OF MATERIALS AND EQUIPMENT.

STEFAN K. MATTHES, PE FL. REG. NO. #38723

P:\Proj-2017\17-071 Temporary Asphalt plant\Eng\SITE PLAN.dwg 10/13/2017 2:21:37 PM

PREPARED FOR
MORRISON USA #430

COMPUTER FILE REF.	FIELD BK./PG.
17-071 map.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

– REVISIONS –	BY	DATE

	BY	DATE
FIELD		
CALCS.		
DRAWN	GLM	9-5-17
DETAILED		
CHECKED	DEM	10-9-17
APPROVED	SKM	10-13-17

TEMPORARY ASPHALT PLANT

SITE PLAN

DATE: 9-05-2017
HORIZ. SCALE: 1"=60'
VERT. SCALE: N\A
JOB No. 17-071
SHEET 1 OF 1

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **Vennis Gilmore, Planning Analyst**

FROM : **Peggy Arraiz, Code Compliance Manager**

SUBJECT : **TRC # 17-04000014 – Deese Vacation Rental**

DATE : **November 2, 2017**

Code Enforcement has the following comments:

1. Mr. & Mrs. Deese's application and supporting documents do not address the majority of code enforcement's concerns. The only issue addressed is that it appears the Deese's will continue to reside on the property and be the local contact.
2. It is recommended that the Deese's consider including the following information in their rental application packet:
    a. Compliance with all local ordinances, including noise violations.
    b. Directions regarding the time and placement of garbage containers.
    c. Advise if pets are permitted and if so, compliance with our local pet ordinances.
    d. The number of people permitted to stay at one time.
    e. The number of vehicles permitted and where they are required to be parked.
3. The owner is advised that short term rentals of 30 days require the following:
    a. A City Business Tax Receipt
    b. An account with the Florida Department of Revenue – collection of 6.5% sales tax
    c. An account with St. Lucie County – 5% Tourism Development Tax

THE SUNRISE CITY
FORT PIERCE
ENGINEERING DEPARTMENT
Florida

TO : Vennis Gilmore, Planning Analyst

FROM : John R. Andrews, P.E., City Engineer JRA

RE : Deese Residence – 1011 Boston Avenue
Conditional Use TRC No. 17-04000014

NOV 07 2017

DATE : November 3, 2017

This is to advise you that we have completed the review of the following documents as received by this office on November 2, 2017:

- ☑ Conditional Use Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ P/D Drawings
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☑ Recommend ☐ Do Not Recommend

- ☑ Approval of Conditional Use ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for engineering comments

JRA/TST/tst
Q:\ENGINEERING\Site Development Projects\D\Deese Residence\Conditional Use\Submittal #1\CU Approval - 110317.docx

Project: **DEESE RESIDENCE**

Subject: Review Comments
To: Vennis Gilmore
From: Rod Reed, County Surveyor
PW-Engineering Division
Date November 7, 2017

SURVEY:

No comments.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

Kevin & Heather Deese
1011 Boston Avenue
Fort Pierce, FL. 34950

Re: Deese Residence – Dwelling Rental

Dear Mr & Mrs. Deese,

The following are comments from the Planning Department's review of the application for a Dwelling Rental in the R-4, Medium Density Residential Zone (Please Provide a Written Response to all responsible Departments):

- **1) Please identify the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
- **2) Please provide registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
- **3) Please issue guide booklets for renters regarding local rules and public service resources to minimize conflicts;**
- **4) Please file for and obtain St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval.**

Advisory Notes:

Per City Code Sec. 22-27 (c)(3). - On any lot used for residential purposes, other than a multifamily housing development, no more than one residential building will be allowed on the lot, except one building without kitchen facilities may be allowed as a guest house.

(Staff would like to meet with Mr. & Mrs. Deese following the Technical Review Committee Meeting.)

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@city-ftpierce.com.

Sincerely,

Vennis Gilmore
Planning Analyst

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 1218 S. 11th St. - Arenas Residence (VG)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. Official verbiage must read that 30 days or less equals a Transient designation, and that 31 days or more is a Non-transient designation.

PT/km

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **Vennis Gilmore, Planning Analyst**

FROM : **Peggy Arraiz, Code Compliance Manager**

SUBJECT : **TRC # 17-04000015 – Arenas Vacation Rental**

DATE : **November 2, 2017**

Code Enforcement has the following comments:

1. Mr. Arenas' narrative included the majority of code enforcement concerns including: local management, maximum vehicles and parking restrictions, pet restrictions and compliance with the local noise ordinance.
2. Some issues that Mr. Arenas' should consider including in his rental agreement are:
   a. Compliance with all local ordinances.
   b. Directions regarding the time and placement of garbage containers.
3. The owner is advised that short term rentals of 30 days require the following:
   a. A City Business Tax Receipt
   b. An account with the Florida Department of Revenue – collection of 6.5% sales tax
   c. An account with St. Lucie County – 5% Tourism Development Tax

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Planning Analyst

FROM : John R. Andrews, P.E., City Engineer

RE : Arenas Residence – 1218 South 11th Street
Conditional Use TRC No. 17-04000015

NOV 07 2017

DATE : November 3, 2017

This is to advise you that we have completed the review of the following documents as received by this office on November 2, 2017:

- [x] Conditional Use Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Conditional Use
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for engineering comments

JRA/TST/tst
Q:\ENGINEERING\Site Development Projects\A\Arenas Residence\Submittal #1\CU Approval - 110317.docx

Project: **ARENAS RESIDENCE**

Subject: Review Comments
To: Vennis Gilmore
From: Rod Reed, County Surveyor
PW-Engineering Division
Date November 7, 2017

SURVEY:

1) Please provide a boundary and topographic survey of the site with flood zones depicted. In addition all wetland areas (if any) will need to be identified and shown on the survey. All elevations will be referenced to NAVD 1988. The survey needs to be performed by a professional surveyor licensed to practice in the State of Florida.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

Andy Drucker
3475 Sheridan Street, #301
Hollywood, FL. 33021

Re: Arenas Residence – Dwelling Rental

Dear Mr Drucker,

The following are comments from the Planning Department's review of the application for a Dwelling Rental in the R-1, Single-Family Low Density Residential Zone (Please Provide a Written Response to all responsible Departments):

- **1) Please identify the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
- **2) Please provide registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
- **3) Please issue guide booklets for renters regarding local rules and public service resources to minimize conflicts;**
- **4) Please file for and obtain St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval.**

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@city-ftpierce.com.

Sincerely,

Vennis Gilmore
Planning Analyst

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 1218 S. 11th St. - Arenas Residence (VG)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. Official verbiage must read that 30 days or less equals a Transient designation, and that 31 days or more is a Non-transient designation.

PT/km

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Kori Benton, Senior Planner

FROM : John R. Andrews, P.E., City Engineer TST

RE : Annexation – 5450 S. US Highway 1

DATE : November 9, 2017

RECEIVED
NOV 13 2017
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on November 8, 2017:

- [x] Annexation Application
- [ ] Construction Drawings
- [ ] Test Reports & Related Documents
- [ ] Executed Construction Contract
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Annexation
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for engineering comments

JRA/TST/tst

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THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : Oleander Ave. – Southwick Commons (BC)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. Project shall comply with the Florida Building Code.
2. Be aware of the Code cycle change 12/31/17.

PT/km

Project: **SOUTHWICK COMMONS**

Subject: Review Comments
To: Brandon Creagan
From: Rod Reed, County Surveyor
PW-Engineering Division
Date November 7, 2017

SURVEY:

1) Please add to the notes. "The expected use of the survey and map" and "All measurements are in accordance with the United States standard, in feet."
2) Please indicate the monumentation used for the basis of bearings.
3) Please bold the boundary lines.
4) Please dimension the remaining portion of Parcel 2.
5) Please dimension the R/W width of Canal 14 and Oleander Avenue adjacent to the property. In addition, Canal 14 is not graphically depicted correctly. It jogs to the east at approximately opposite Wildwood Avenue. Lastly the correct title for Canal 14 is North St. Lucie River Water Control District Canal No. 14.
6) Please dimension the R/W widths of Wildwood Avenue, Royal Palm Boulevard, Poinsetta Avenue and Oak Avenue.
7) Please clarify if 12.00 acres is for the entire property.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

November 16, 2017

Ryan Von Weller/ Warwick Commons LLC
1105 Kensington Park Drive Suite 200
Altamonte Springs, FL 32714

SUBJECT: Southwick Commons – Oleander Avenue
TECHNICAL REVIEW PROJECT: # 17-04000013
CONCEPTUAL DEVELOPMENT PLAN

The following are comments from the Planning Department's review of the Application for Development Review (Conceptual Development Plan), based upon the plans provided:

Landscaping & Trees:

City Code 22-187, General Landscaping Requirements

When the formal Application for Site Plan review is submitted the applicant must include a landscape plan that meets the requirements of City Code 22-187, General Landscaping Requirements.

City Code 22-194, Tree Protection and Mitigation

Before any clearing of the land can commence you will need to provide a tree removal plan that will indicate all native trees over 14 inches DBH. The exception is that an palms shall be shown on the plan that have a minimum clear trunk of 10 feet. Any desired removal of trees that meet the criteria above can be mitigated and moved to a different location on site, moved to city owned land, and or a new tree of the same species can be plated.

Parking & Lighting:

City Code 22-60, Off-Street Parking & Loading

The plans for the development are to have 1 parking space per unit. City Code 22-60 only requires .5 parking spaces when a residential development is for public housing for the elderly. With that said 1 space per unit would help alleviate any parking conflicts if they do arise.

Bicycle Parking is also required and the ratio is 1 space for every 10 dwelling units. If 100 units are constructed then 10 bicycle parking spaces shall be provided. Bicycle parking can be provided in the form of bicycle racks.

Lighting for off-street parking shall be provided at a minimum average of one foot candle for the whole parking lot area.

Traffic Impact Report:

When the Application for Site Plan Review is filed please provide a Traffic Impact Report. This report will show the daily traffic impact from the proposed development as well as the current traffic conditions. The Traffic Impact Report will also help to determine if a turn lane would need to be added on Oleander to allow drivers a safe way to turn into the development.

Environmental Impact Report

The Environmental Impact Report will outline any native trees on site, any protected species of animals that live on site, and any environmental concerns.

Additional Comments:

Items that will be required at time of Site Plan submittal.

1. Application for Development Review (Site Plan)
    a. Original Complete Notarized Application
    b. Warrantee Deed
    c. SLC Property Card
    d. Statement of Ownership
    e. General Location Map
    f. Sign and Sealed Survey
    g. Sign and Sealed Site Plan
    h. Sign and Sealed Landscape Plan
    i. Sign and Sealed Storm Drainage Plan
    j. Environmental Impact Report
    k. Sign and Sealed Lighting Plan
    l. Traffic Impact Report
    m. Application for Design Review and all required documents for that application.
    n. Concurrency Review Submittals

The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: Bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

November 8, 2017

Project: **SOUTHWICK COMMONS**
Subject: **CONCEPTUAL DEVELOPMENT PLAN**
To: Kori Benton
From: Grant Chambers
SLC-Engineering Division

1. A traffic study will be required to assess the impacts to County roadways. The study would be reviewed by an outside consultant at a cost to the applicant.
2. A 6-FT sidewalk shall be required on the Oleander Avenue road right-of-way along the eastern property boundary.
3. The applicant is advised that driveways within the road right-of-way shall be paved with an all-weather surface material. Two-lane commercial driveways shall not exceed 40 FT in width and shall be offset at least 25 FT from the side property line.
4. The applicant is advised that prior to executing any work within the County's road right-of-way, a Right-Of-Way (ROW) Permit is required. Please contact Ms. Selena Griffett, P.E. at 772-462-2153 for more information.
5. The applicant is advised that prior to the issuance of a ROW Permit a Roadway Improvement Agreement (RIA) and the appropriate surety will be required. Please contact Ms. Selena Griffett, P.E. at 772-462-2153 for more information.
6. The applicant is advised that a Driveway Permit may be required for the proposed driveway improvements. Please contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.
7. The applicant is advised that a Stormwater Permit may be required for stormwater discharges within the County's roadway ROW. Please Contact Mr. Baby Thottakara, P.E. at 772-462-2097 for more information.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 3898 Selvitz Rd. – Pre-Cast Concrete (KB)

DATE : November 16, 2017

1. Be aware of Code cycle change to 6th Edition, effective 12/31/17.

PT/km

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Kori Benton, Senior Planner

FROM : John R. Andrews, P.E., City Engineer TST

RE : Annexation – 5450 S. US Highway 1

DATE : November 9, 2017

RECEIVED
NOV 13 2017
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on November 8, 2017:

- [x] Annexation Application
- [ ] Construction Drawings
- [ ] Test Reports & Related Documents
- [ ] Executed Construction Contract
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Annexation
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\A\Annexations\5450 S. US 1\Annexation Approval- 110917.docx

November 8, 2017

Project: **SOUTHWICK COMMONS**
Subject: **CONCEPTUAL DEVELOPMENT PLAN**
To: Kori Benton
From: Grant Chambers
SLC-Engineering Division

1. A traffic study will be required to assess the impacts to County roadways. The study would be reviewed by an outside consultant at a cost to the applicant.
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THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 4060 Selvitz Rd. – Asphalt Plant (KB)

DATE : November 16, 2017

The proposed may trigger the following Code requirements:

1. Must comply with the Florida Building Code.
2. Be aware of Code cycle change effective 12/31/17.

PT/km

November 8, 2017

Project: **SOUTHWICK COMMONS**
Subject: **CONCEPTUAL DEVELOPMENT PLAN**
To: Kori Benton
From: Grant Chambers
SLC-Engineering Division

1. A traffic study will be required to assess the impacts to County roadways. The study would be reviewed by an outside consultant at a cost to the applicant.
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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

November 9th, 2017

Stefan K. Matthes, P.E.
Culpepper and Terpening, Inc.
2980 South 25th Street
Ft. Pierce, FL 34981
smatthes@ct-eng.com

Re: **Technical Review –** Temporary Use
Asphalt Plant – 4060 Selvitz Road

Dear Mr. Matthes, P.E.

The following are technical review comments from the Planning Department's review of the application for Temporary Use for an Asphalt Plant – 4060 Selvitz Road:

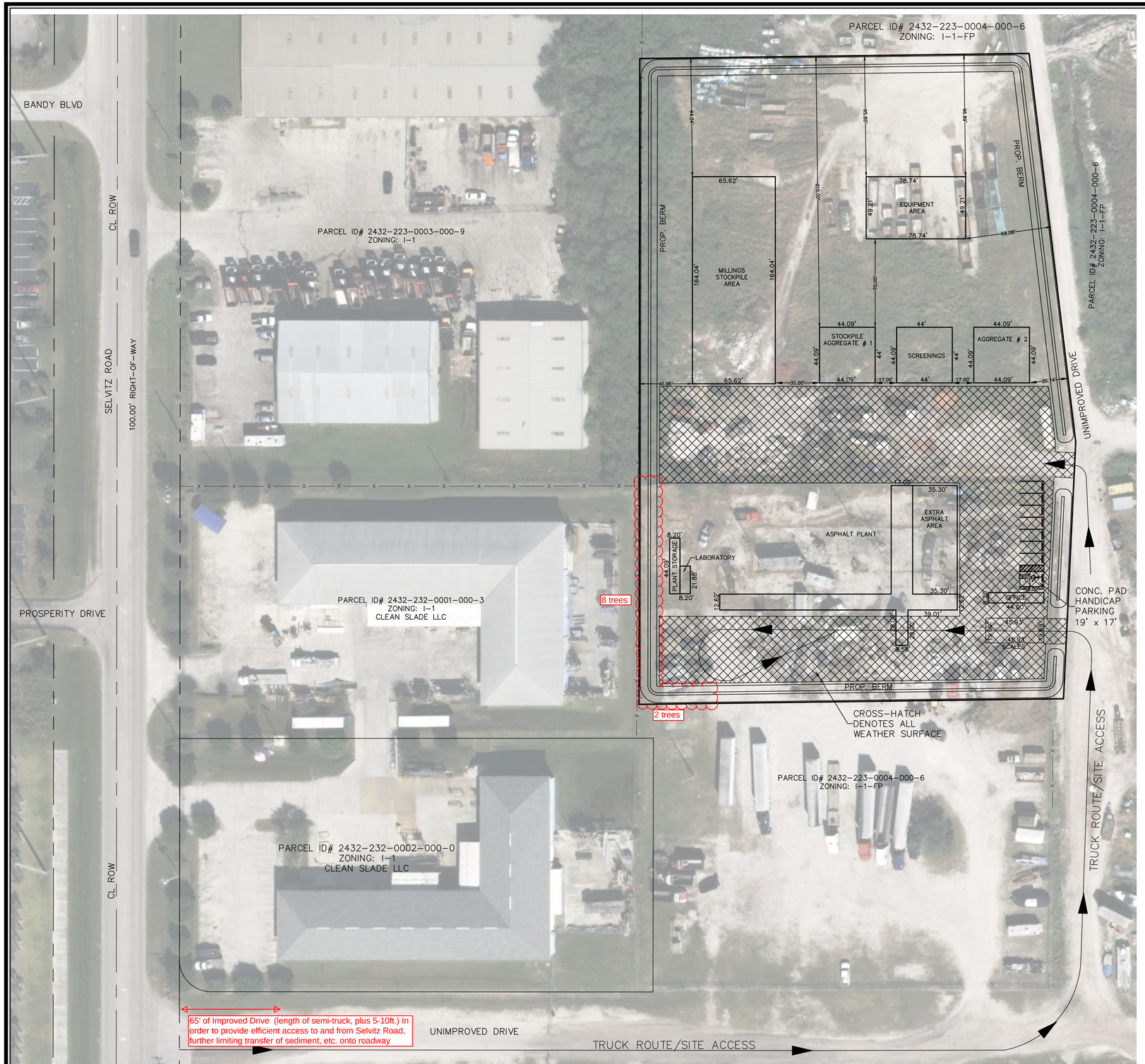
1) Due to the nature of the activities, and the potential traffic impacts to Selvitz Road, the applicant is requested to provide a 65' section of improved drive (length of semi-truck, plus 5-10ft.), from the property line to the east, at the access point from Selvitz Road. This request seeks to provide efficient access to and from Selvitz Road further limiting transfer of sediment, etc. onto roadway.

2) Due to the anticipated length of use, 8-10 trees are requested for installation within the berm/buffer area at the south west corner of the site pursuant to City Code Section 22-187 (6) Vehicular use, building, retention/detention areas adjacent to other property. Landscape standards for these areas are as follows:
a. Where a vehicular use area does not abut a street right-of-way but abuts other property, there will be a landscaped strip of land which is at least ten (10) feet wide. b. The landscaping strip required by the immediately foregoing subsection shall include an average of at least one tree for each two hundred (200) square feet of the required landscape area. (Shown). Establishment may be completed via use of bubblers or irrigation bags.

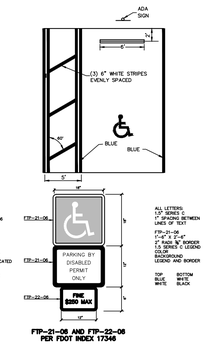
3) Temporary Use authorization is valid for one (1) year, with the capacity for renewal. At the time renewal is requested, review of various site impacts will be conducted in coordination with the TRC.

If you have any inquiries or concerns, please let me know. Please contact me should you have any questions regarding the project at (772) 467-3739 or by e-mail: kbenton@city-ftpierce.com.
Sincerely,

Kori Benton
Senior Planner

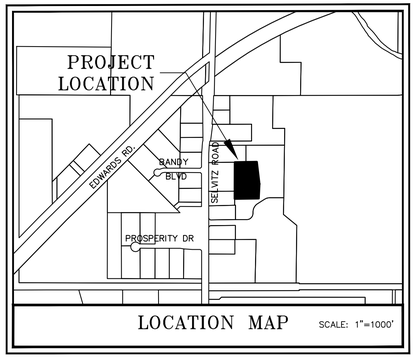


GRAPHIC SCALE
40 0 20 40
(IN FEET)
1 inch = 40 ft.



FTP-21-06 AND FTP-22-06
PER FDOT INDEX 17346

TYPICAL HANDICAPPED PARKING ILLUSTRATION



SITE DATA

APPLICANT:
MORRISON USA #430
1201 BRICKELL AVENUE
MIAMI, FL 33131

PROPERTY OWNER
BOBBY AND WANDA JOHNSON
4767 SELVITZ ROAD
FT. PIERCE, FL 34981

ENGINEER:
STEF MATTHES, P.E.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH. STREET
FORT PIERCE, FL 34981
PHONE: (772) 464-3537

SURVEYOR:
TOM KIERNAN, P.S.M.
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH. STREET
FORT PIERCE, FL 34981
PHONE: (772) 464-3537

1.) **PROJECT NAME:** TEMPORARY ASPHALT PLANT

2.) **LOCATION:** 4060 SELVITZ ROAD
FT. PIERCE , FLORIDA.

3.) **PROJECT DESCRIPTION** INSTALLATION OF ASPHALT PLANT USED FOR THE MANUFACTURE OF ASPHALTIC CONTRETE USED IN PAVING.

4.) **SEC/TOWNSHIP/RANGE:** SECTION 32 / TOWNSHIP 35S / RANGE 40E **Map ID:**

5.) **PARCEL ID NUMBER:**
PARCEL 1: 2432-223-0004-000-6

6) **SITE AREA:**
TOTAL SITE AREA **3.90** ACRES

7.) **ZONING/ LAND USE:** EXISTING I-1-FP PROPOSED I-1-FP

8.) **FLOOD ZONE:** ZONE (S) A
Map Number 12111C0188J
Effective Date February 16, 2012

9.) **UTILITY SERVICE:**
WATER SERVICE: EXISTING FPUA WASTEWATER SERVICE: EXISTING FPUA
ELECTRIC SERVICE: EXISTNG FPUA

10.) **SOLID WASTE:**
WASTE MATERIALS FROM ASPHALTIC CONCRETE PRODUCTION: IT IS NOT ANTICIPATED THAT THE PLANT WILL PRODUCE WASTE AS THE MATERIALS USED IN THE PRODUCTION ASPHALTIC CONCRETE DO NOT PRODUCE A WASTE STREAM.

11.) **HAZARDOUS MATERIALS:**
DISPOSAL OF ALL HAZARDOUS WASTE MATERIAL, IF ANY, SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

12.) **DRAINAGE STATEMENT:**
THE SITE WILL BE BERMED TO PREVENT OFFSITE RUNOFF.

13.) **VEGETATION STATEMENT:**
THE SITE HAS BEEN CLEARED PREVIOUSLY AND IS CURRENTLY USED FOR STORAGE OF MATERIALS AND EQUIPMENT.

STEFAN K. MATTHES, PE FL. REG. NO. #38723

P:\Proj-2017\17-071 Temporary Asphalt plant\Eng\SITE PLAN.dwg 10/13/2017 2:21:37 PM

PREPARED FOR
MORRISON USA #430

COMPUTER FILE REF.	FIELD BK./PG.
17-071 map.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

– REVISIONS –	BY	DATE

	BY	DATE
FIELD		
CALCS.		
DRAWN	GLM	9-5-17
DETAILED		
CHECKED	DEM	10-9-17
APPROVED	SKM	10-13-17

TEMPORARY ASPHALT PLANT

SITE PLAN

DATE: 9-05-2017
HORIZ. SCALE: 1"=60'
VERT. SCALE: N\A
JOB No. 17-071
SHEET 1 OF 1

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Kori Benton, Senior Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Asphalt Plant Temporary Use – 4060 Selvitz Road
TRC No. 17-42800011

DATE : October 25, 2017

This is to advise you that we have completed the review of the following documents as received by this office on October 19, 2017:

- [x] Temporary Use Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Do Not Recommend
- [ ] Recommend
- [x] Temporary Use
- [ ] Building Permit
- [ ] Conditional C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. The application references that the asphalt plant is a temporary use to be utilized for three (3) years. It is this department's recommendation that a Temporary Use be granted for two (2) years in order to qualify for the "Temporary" designation.
2. Advisory Comment: Please identify the material to be utilized for the "all weather surface".
3. Please provide documentation identifying that legal access exists between the site and Selvitz Road via the unimproved drive.

JRA/TST/tst

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 5450 S. US Hwy. 1- Voluntary Annexation (KB)

DATE : November 16, 2017

Building Official has no comment.

PT/km

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Kori Benton, Senior Planner

FROM : John R. Andrews, P.E., City Engineer TST

RE : Annexation – 5450 S. US Highway 1

DATE : November 9, 2017

RECEIVED
NOV 13 2017
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on November 8, 2017:

- [x] Annexation Application
- [ ] Construction Drawings
- [ ] Test Reports & Related Documents
- [ ] Executed Construction Contract
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Annexation
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\A\Annexations\5450 S. US 1\Annexation Approval- 110917.docx

Project: SOUTH US 1 ANNEXATION

Subject: Review Comments
To: Kori Benton
From: Rod Reed, County Surveyor
PW-Engineering Division
Date November 15, 2017

SURVEY:

1) Please add to the notes. "The expected use of the survey and map" and "All measurements are in accordance with the United States standard, in feet."
2) Please add the following statement to your notes "Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties."
3) The bearings used shall be referenced to some well-established and monumented line. Please indicate the monumentation used.
4) Please indicate the originating benchmark used for the establishment of the elevations.
5) Please correct your statement of the "West line of the NE corner of Section 10-36-40." To the West line of the NE ¼.
6) Please indicate the R/W width of US No. 1 adjacent to the property.
7) Please indicate the distance from the SW corner of the property to the West line of the NE 1/4.
8) Please indicate the dimensioned remaining portions of lot 227 north of the surveyed property.
9) Within the legal description please add a space between east according and records of.
10) Please bold the outline of the property.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, DECEMBER 12, 2017, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: **Michael Broderick**; **Gloria Johnson-Scott**; **Brian Paul**; **Tim O'Connell**; **Bob Burdge**; **John George**; **Frank Creyaufmiller**, **Chairman**

Staff Present: **James Messer**, **City Attorney**
Rebecca Grohall, **Planning Director**
Kori Benton, **Senior Planner**
Vennis Gilmore, **Planning Analyst**
Brandon Creagan, **Planner**
Alicia Rosenthal, **Executive Assistant**

4. CONSIDERATION OF ABSENCES

All Planning Board members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the November 14, 2017 meeting

Motion was made by Michael Broderick, and seconded by John George to approve the minutes from the November 14, 2017 meeting.

AYE: **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Chairman Frank Creyaufmiller**

Passed

6. NEW BUSINESS

a. **Voluntary Annexation - 5450 S US Highway 1**

Mr. Benton gave an overview of the application. Lee Dobbins, Applicant Representative, made himself available for questions. No one spoke against the application.

Motion was made by John George, and seconded by Tim O'Connell to forward a recommendation of approval to the City Commission.

AYE: **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

b. **Zoning Atlas Amendment & Planned Development - Jenkins Road KOA - 3180 S. Jenkins Road**

Mr. Benton gave an overview of the application and answered questions from the Board regarding the landscape buffer, sidewalks considered for installation and the zoning change.

Lee Dobbins, Applicant Representative, provided additional information on the neighborhood meetings and the sidewalk payment in lieu of.

No one spoke against the application.

Motion was made by John George, and seconded by Michael Broderick to forward a recommendation to approve the proposal upon the following conditions:

1. **The development plan accommodates a right-of-way dedication consistent with St. Lucie County's established provisions for Jenkins, Edwards, and McNeil roads, maintaining landscape buffering plans presented;**
2. **The applicant completes sidewalks, or provides payment-in-lieu of sidewalk construction, pursuant to City Code Section 22-62 or applicable St. Lucie County provisions as abutting roadways are under County jurisdiction.**
3. **Transportation Level of Service (LOS) analysis and potential suggestions by St. Lucie County are considered by the final development plan, where applicable.**

AYE: **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

c. **Conditional Use with No New Construction - Galleria Parking - 120 N. Depot Drive**

Mr. Benton gave an overview of the application and answered questions from the Board regarding the angle parking configuration, shared access alleyway and lighting.

Mr. Messer asked Mr. Benton how the city will ensure the establishment of an ingress easement is accomplished and if the ingress and egress easement is what is being referred to in the first condition. Mr. Benton stated the easement is what is being referred to in the first condition in the staff report and the capacity has been left open for various ways of accomplishing the shared access, whether it is a private agreement or an actual access easement.

Gus Gutierrez, Applicant, stressed that the parking lot is private property and after hours cars are being towed for liability reasons. Mr. Gutierrez said to prevent cars from being towed during special events and after hours, a parking lot attendant would collect for parking, and in turn the

city would have an additional 40 - 60 parking spaces. Mr. Gutierrez answered questions from the Board on lighting, intention to have angle parking and different ways of closing off the parking lot.

Motion was made by John George, and seconded by Michael Broderick to forward a recommendation to approve the request to operate a commercial parking lot with the following conditions:

1. **Either an Ingress-Egress Easement is required or the applicant will need to re-develop his parking lot to meet minimum design standards as the parking aisle widths would not be sufficient for 90° parking.**
2. **The applicant integrates an accessible route from the handicap parking spaces to an adjacent pedestrian way; and**
3. **A trash receptacle and process for collection are integrated into the use plan; and**
4. **All city lighting codes are met.**

AYE: **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

d. **Conditional Use - Deese Dwelling Rental - 1011 Boston Avenue**

Mr. Gilmore gave an overview of the application and answered questions from the Board regarding change of use and the conditional use staying with the property.

Ms. Grohall explained the change of use permit.

Kevin Deese, Applicant, asked if approved, if he has to go through with the request. Ms. Grohall explained that he would not be obligated in anyway and if the conditional use is not used within a 12 month window then the conditional use would have to be re-applied for.

Mr. Messer explained that the conditions do follow the property and if the conditional use cannot be met, then the condition does not exist.

Motion was made by John George, and seconded by Gloria Johnson-Scott to forward a recommendation to approve the request with the following conditions:

1. **The applicant identifies the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
2. **Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
3. **Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts;**
4. **The applicant may be required to obtain a Change of Use permit through the Building Department and receive Certificate of Completion, prior to filing for St. Lucie County & Fort Pierce Business Tax Licenses; and**
5. **Limit occupancy based on the number of bedrooms, and no more than 2 vehicles (one vehicle per unit).**

AYE: **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Chairman Frank Creyaufmiller**

Passed

e. **Conditional Use - Arenas Dwelling Rental - 1218 S. 11th Street**

Mr. Gilmore gave an overview of the application and answered questions from the Board regarding surrounding single family housing and pending code enforcement cases.

Andrew Drucker, Applicant Representative, stated he did not think the property had been used as a short term rental.

Mr. Broderick stated he has reservations on approving the project due to creating a transient housing environment in the the R1 and R2 residential single family neighborhood Mr. Broderick also stated that neighbors are being put in a difficult spot because they are the neighborhood enforcement mechanism.

Mr. Burdge asked what can be done if the property becomes a nuisance.

Mr. Messer explained that Code Enforcement uses the 3 strike rule, for the same type of problem, to declare a property a nuisance.

Motion was made by Gloria Johnson-Scott, **and seconded by John George to forward a recommendation to approve the request with the following conditions:**

1. **The applicant identifies the maximum occupancy of the unit, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
2. **Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
3. **Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and**
4. **The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.Limit occupancy based on bedrooms, and no more than 4 vehicles (2 in the garage, 2 in the driveway).**

AYE: **Gloria Johnson-Scott**, **Brian Paul**, **Bob Burdge**, **John George**

NAY: **Tim O'Connell**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

f. **Conceptual Development Plan - Southwick Commons - Oleander Avenue**

Mr. Creagan gave an overview of the application and answered questions from the Board on density and phased development.

Matt Toeniskoetter, Seller Representative, provided additional information.

Motion was made by John George, **and seconded by Michael Broderick to forward a recommendation of approval for the conceptual parameters of the proposal.**

AYE: **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Chairman Frank Creyaufmiller**

Passed

g. **Preliminary Plat - Dollar Tree - 4008 Okeechobee Road**

Mr. Benton gave an overview of the project. Jason Gunther, Applicant Representative, agreed with staff's conditions.

Motion was made by John George, and seconded by Michael Broderick to approve with the following conditions:

1. **The applicant complete the recommended housekeeping corrections referenced by the City Engineering Department and City's reviewing surveyor, prior to scheduling for City Commission review; and**
2. **The ingress/egress Easement is maintained, or appropriately adjusted during development review of Lot 2, to accommodate shared access with adjacent uses.**

AYE: **Brian Paul**, **Tim O'Connell**, **Bob Burdge**, **John George**, **Michael Broderick**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

7. ELECTION OF CHAIR

Motion was made by Michael Broderick, and seconded by John George to nominate Mr. Creyaufmiller as Chairman.

AYE: **Bob Burdge**, **Michael Broderick**, **Gloria Johnson-Scott**, **Brian Paul**, **Tim O'Connell**, **John George**, **Chairman Frank Creyaufmiller**

Passed

Motion was made by Bob Burdge, and seconded by Gloria Johnson-Scott to nominate Mr. George as Vice-Chairman.

AYE: **John George**, **Bob Burdge**, **Tim O'Connell**, **Brian Paul**, **Gloria Johnson-Scott**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

8. BOARD COMMENTS

Mr. Messer stated the Planning Board meeting was congenial and the business was transacted professionally.

Mr. Messer explained that the Planning Department Director, Ms. Grohall, is more than just staff, she is an expert in land use matters and he encouraged the Board to have dialogue with her by asking her for her opinion and advice.

Mr. Broderick stated it would be helpful to have the Planning Director sit on the dais for the meetings. Ms. Grohall stated she is more than happy to sit on the dais with the Board members.

Mr. Creyaufmiller said he respected Mr. Burdge as Chairman and the work he had done on the Board and the respect to all parties who attend the Planning Board meetings is of utmost importance.

9. ADJOURNMENT

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	1865027	CITY OF FORT PIERCE NOTICE OF PUBLIC	

Pub Dates
January 1, 2018

Sworn to and subscribed before me this day of, January 02, 2018, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

Auctions

COMMERCIAL BLDG. & LAND

ABSOLUTE AUCTION!

5280 US1 N
Just over St. Lucie county line

Over 4,000 SF Building
.73 Acre w/chain-link security fence
5 Overhead doors
1,600 SF section w/14' ceilings

To be Auctioned to the highest bidder REGARDLESS OF PRICE!

Sat Jan 6th @ 11AM

Preview @ 10 AM

RennickAuctions.com
772-562-5015

Rennick REAL ESTATE | AUCTIONS

AB128 AU155

VERO BEACH

ABSOLUTE AUCTION!

2103 15TH STREET

11 Room CBS home with City location
2,228 SF of living space
2 Living rooms
2 Family rooms
2 Full Baths
Wooden Deck
Steps to Charles Park

To be Auctioned to the highest bidder REGARDLESS OF PRICE!

Sat Jan 6th @ 2 PM

Preview @ 1 PM

RennickAuctions.com
772-562-5015

Rennick REAL ESTATE | AUCTIONS

AB128 AU155

Bicycles & Skates

BICYCLE - New boy's Mongoose, small frame, 23" tires, 6-speed. $90 (772)600-5117

Exercise Equipment

NEW YEARS RESOLUTION EXERCISE EQUIPMENT Elliptical & Treadmill X Series EXC. Cond., was over $5000 used only 1 month $2000 both Brand new massage table $400 Solid wood deer head $400 Located in PSL 954-553-0290

Furniture

BEDRM SET - King bed, lighted headbd, 9-drawer dresser & mirror. $450 (305)401-5395

Household Goods

ENTERTAINMNT CNTR - 7'H X4'W WALNUT TV hutch & cabinet. FREE. (772)871-7022

TUPPERWARE CONSULTANT RICH - Tupperware Making Life Simple for You're busy Lifestyle! Celebrating 70 Years of Freshness! Call to book a party or receive a new catalog. Rich (772)361-9244

Med Equip & Supplies

MOBILITY SCOOTER - Pride GoGo Sport, 3 wheel, 1 yr old, Like New! Perfect Cond! Easy disassembly for travel, $625 772-577-8493 **1868945**

Musical

LOWREY ORGAN - Director Model LC35 Double Keyboard With Padded Bench Excellent Condition! Includes Owner's Manual $2,950. (772)224-2607

Legals

Legal Notices

At IAS part 38 of the Supreme Court of the State of New York, held in and for the County of Suffolk, at the Courthouse thereof, located at 1 Court Street, Riverhead, New York on the 4th day of December 2017.

Index No. 619775/17
PRESENT: Hon. William G. Ford J.S.C.

ROBERT ULLMAN and ROBERT ULLMAN, as Co-Executor of the Estate of MILTON FREEMAN,
Petitioner,
-against-
ESTATE OF RUTH H. BARON and ESTATE OF ARTHUR P. BARON,
Respondents.

MODIFIED ORDER TO SHOW CAUSE

UPON READING AND FILING, the annexed verified Petition, dated October 10, 2017, and the exhibits annexed thereto, pursuant to New York Real Property Actions and Proceedings Law ("RPAPL") § 1931 to discharge of record an ancient mortgage presumed paid,

LET respondents appear and show cause at IAS Part 38 of this Court, to be held at the Supreme Court, located at 1 Court Street, Riverhead, New York, on the 1st day of February 2018, at 9:30 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, why an order should not be made and entered, pursuant to RPAPL § 1931, discharging and canceling of record the mortgage made by Robert Ullman and Milton Freeman, now deceased, to Ruth H. Baron and Arthur P. Baron, husband and wife now deceased, dated December 29, 1976 and recorded in the Office of the Suffolk County Clerk on January 11, 1977 in Liber 7788, Page 282 in the amount of $60,000 on premises known as 978 Montauk Highway, Water Mill, New York, and directing the Suffolk County Clerk to mark the same satisfied, canceled and discharged of record,

ORDERED, that a copy of this Order be published in the Westchester County News and the Treasure Coast News a/k/a TCPalm, in Indian River County, Florida, newspapers for a period of 30 days, beginning on or before December 26, 2017, and same shall be deemed good and sufficient service.

E N T E R,
J.S.C.
Hon. William G. Ford, J.S.C.
Pub: December 26, 2017 to January 24, 2018
TCN 1847241

Notice Of Foreclosure

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR ST. LUCIE COUNTY, FLORIDA.

CASE No. 2016CA000116

U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST,
PLAINTIFF,
VS.
CITY CAPITAL HOLDINGS, LLC, ET AL.
DEFENDANT(S).

NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN pursuant to the Final Judgment of Foreclosure dated December 14, 2017 in the above action, the St. Lucie County Clerk of Court will sell to the highest bidder for cash at St. Lucie, Florida, on January 31, 2018, at 08:00 AM, at www.stlucie.Clerkauction.com for the following described property:

Lot 1, Block 3445, FIRST REPLAT IN PORT ST. LUCIE SECTION FIFTY THREE, according to the plat thereof, as recorded in Plat Book 23, Page(s) 36, 36A and 36B, of the Public Records of St. Lucie County, Florida

Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens must file a claim within sixty (60) days after the sale. The Court, in its discretion, may enlarge the time of the sale. Notice of the changed time of sale shall be published as provided herein.

Tromberg Law Group, P.A.
Attorney for Plaintiff
1515 South Federal Highway, Suite 100
Boca Raton, FL 33432
Telephone #: 561-338-4101
Fax #: 561-338-4077
Email: eservice@tromberglawgroup.com
By:
Jeffrey Alterman, Esq.
FBN 114376
Pub: December 25, 2017 and January 1, 2018
TCN 1861475

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA

CASE NO.
562017CA000716N3XXXX

WELLS FARGO BANK, NA, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF STRUCTURED ASSET MORTGAGE INVESTMENTS II, INC., BEAR STEARNS MORTGAGE FUNDING, TRUST 2007-AR3, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2007-AR3,
Plaintiff,
-vs-
GARY S. SAMUEL; NICHOLAS TAMBURELLO; etc. et al.,
Defendants.

NOTICE OF SALE PURSUANT TO CHAPTER 45

NOTICE IS HEREBY GIVEN pursuant to an Consent Final Judgment of Foreclosure entered on October 12, 2017, in the above captioned action, Case No. 2017CA000716, The Clerk of the Court will sell to the highest and best bidder for cash by electronic sale on https://stlucie.clerkauction.com at 8:00 a.m. on **January 16, 2018**, the following described property as set forth in said final judgment, to-wit:

THE WEST 150 FEET OF THE EAST 7 CHAINS (462 FEET) OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAINT LUCIE COUNTY, FLORIDA, LESS AND EXCEPTING THEREFROM, HOWEVER, THAT PORTION LYING WITHIN BELL AVENUE RIGHT OF WAY ON THE NORTH AS NOW LAID OUT AND IN USE
AND
NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 35 SOUTH, RANGE 40 EAST, EXCEPT THE EAST 7 CHAINS THEREOF AND EXCEPT THE WEST 858 FEET THEREOF, LYING AND BEING IN SAINT LUCIE COUNTY, FLORIDA.

ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM WITHIN 60 DAYS AFTER THE SALE.

DATED this 18th day of December, 2017.

WEITZ & SCHWARTZ, P. A.
Attorneys for Plaintiff
900 S. E. 3rd Avenue, Suite 204
Fort Lauderdale, FL 33316
Phone (954) 468-0016
Fax (954) 468-0310

By:
Steven C. Weitz, Esq., FBN: 788341
stevenweitz@weitzschwartz.com
Pub: December 25, 2017 and January 1, 2018
TCN 1861300

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA

CASE NO.:
562012CA003082AXXXHC

WELLS FARGO BANK, N.A.,
Plaintiff,
VS.
PAMELA SMITH A/K/A PAMELA E. SMITH; et al.,
Defendant(s).

NOTICE OF ACTION

TO: UNKNOWN TENANT1
UNKNOWN TENANT2
Last Known Residence: 3235 SE RIVER VISTA DRIVE PORT SAINT LUCIE FLORIDA 34952

YOU ARE NOTIFIED that an action to foreclose a mortgage on the following property in St. Lucie County, Florida:

LOT 4, BLOCK 6, REPLAT OF RIVER VISTA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 3, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

has been filed against you and you are required to serve a copy of your written defenses, if any, to it on ALDRIDGE | PITE, LLP, Plaintiff's attorney, at 1615 South Congress Avenue, Suite 200, Delray Beach, FL 33445, on or before 30 days after the first date of publication, and file the original with the clerk of this court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the complaint or petition.

Dated on December 8, 2017.
JOSEPH E. SMITH
As Clerk of the Court
By:
As Deputy Clerk
Pub: December 25, 2017 and January 1, 2018
TCN 1861098

Public Notices

CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to the Sec. 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Tuesday, January 16th, 2018, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider the following Conditional Use applications:

1. Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owner, Raul Arenas and Applicant, Andrew Drucker to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) month, at 1218 S. 11th Street, Fort Pierce, FL. The property is zoned R-1, Single-Family Low Density Zone (Parcel ID 2415-703-0063-000-7).

2. Review and approval of an application for a Conditional Use with No New Construction, submitted by Property Owners, Kevin and Heather Deese to operate a Dwelling Rental, offering lodging for less than six (6) months with a minimum rental period of one (1) month, at 1011 Boston Avenue, Fort Pierce, FL. The property is zoned R-4, Medium Density Residential Zone (Parcel ID 2409-802-0016-000-8).

All interested parties may appear at the meeting and be heard with respect to the Application. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or online at www.CityofFortPierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 1-1-18
TCN 1865027

Notice Under Fictitious Name Law Pursuant to Section 865.09, Florida Statutes

NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of Tony's Barber Shop located at 2164 58th Ave, in the County of Indian River, City of Vero Beach, Florida 32966, intends to register the said name with the Division of Corporations of the Florida Department of State, Tallahassee, Florida. Dated at Vero Beach, Florida, this 29th day of December, 2017.
Diane Giummule
Pub: January 1, 2018
TCN 1873800

POSTED: December 25, 2017

FISCAL YEAR 2017-2018 SAINT JOHNS IMPROVEMENT DISTRICT

THE REGULAR MONTHLY MEETINGS AND BUDGET HEARINGS, OF THE BOARD OF SUPERVISORS OF THE SAINT JOHNS IMPROVEMENT DISTRICT, INDIAN RIVER COUNTY, FLORIDA WILL BE HELD ON THE FOLLOWING DATES AT 10:00 A.M., (unless otherwise specified) AT THE SAINT JOHNS IMPROVEMENT DISTRICT, 905 122nd AVE SW, VERO BEACH, FL 32968.

2018 BOARD MEETING CALENDAR
(Meetings occur on the second Monday of all months at 10:00 a.m.)

January 8, 2018

February 12, 2018

March 12, 2018

April 9, 2018

May 14, 2018

June 11, 2018

July 9, 2018

August 13, 2018

September 10, 2018

October 8, 2018

November 12, 2018

December 10, 2018

****ANNUAL MEETING, May 14, 2018 @ 9:00 a.m. at the Saint Johns Improvement District shop, 955 122nd Ave SW, Vero Beach, FL 32968.**
(Consisting of Land Owners Meeting and Annual Business/Budgeting Meeting)

THIS NOTICE ADVISES THAT, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF SUPERVISORS OF THE SAINT JOHNS IMPROVEMENT DISTRICT, WITH RESPECT TO ANY MATTER CONSIDERED AT THESE MEETINGS, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR SUCH PURPOSE, HE/SHE 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.

IN ADDITION, THE BOARD MAY CONDUCT SUCH OTHER SPECIAL MEETINGS AS REQUIRED WHICH WILL BE ADVERTISED SEVEN (7) DAYS PRIOR TO THE MEETINGS.

ANY INTERESTED PARTY DESIRING TO APPEAR BEFORE THE BOARD MAY DO SO ON THE DATES AND PLACE LISTED ABOVE.

SPECIAL REQUIREMENTS: IF YOU REQUIRE SPECIAL AID OR SERVICES AS ADDRESSED IN THE AMERICAN DISABILITIES ACT, PLEASE CONTACT THE IMPROVEMENT DISTRICT OFFICE AT (772) 562-9176, NO LESS THAN FIVE (5) DAYS PRIOR TO THE ABOVE STATED MEETING DATE.

PAUL R. AMOS
DISTRICT SECRETARY
TCN 1852284

Request for Bids

NOTICE OF INVITATION TO BID

SEALED BIDS FOR 14 UNITS OF SHADE HANGARS WILL BE ACCEPTED BY THE CITY OF SEBASTIAN, 1225 MAIN STREET, SEBASTIAN, FLORIDA 32958, UNTIL 2:00 PM ON February 8, 2018. BID ENVELOPES ARE TO BE MARKED AS FOLLOWS:

BID NAME: SHADE HANGARS
BID SUBMITTAL: 17-23
BID OPENING: 2:00 PM ON February 8, 2018

The City of Sebastian is seeking bids from licensed contractors to provide construction services for the construction of 14 units of shade hangars. Estimated quantities include 504 tons of asphalt, the removal and re-use of 580 C.Y. of shell or recycled concrete aggregate base course, earthwork, turfing, pavement markings, and centerline and edge solar lighting. Also, the project includes the purchase and installation of 14 units of cantilever fabric shade hangars.

The Contractor shall be able to be properly licensed in the City of Sebastian and shall provide proof of insurance to conduct its business, with all licenses, permits, & certificates as may be required by all local, State of Florida, and Federal Agencies. The Contractor shall submit a current license from the State of Florida and must be capable of obtaining the appropriate licenses and certificates to perform the project in the City of Sebastian.

A bid bond and performance bond is required in an amount not less than 5% of the base bid amount as well as performance and payment bonds on any resulting contract.

Bid documents in a pdf format are available free of charge by contacting:

Doug Hambrecht- doug.hambrecht@ice-eng.com
Infrastructure Consulting and Engineering, PLLC
(813) 330-2701
All items bid shall conform to the Bid Documents unless specifically approved in advance in writing by the City.

Any person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid as proscribed by Section 287.133, F.S. The bid forms included in the project Manual on from 2-1 through 2-28 and listed on the Check List as items 1-11 must all be completed and signed. Any bids received without all of the bid form attachments (1- through 11) on the Check List, signed Construction Service Agreement, Proof of Contractor's License, and signed Check List will be considered incomplete and bid will be disqualified.

Interested parties are required to attend a mandatory Pre-Bid meeting on Thursday, January 18, 2018 at 1:00 p.m. at the Sebastian Municipal Airport Administration Building located at 202 Airport Drive East, Sebastian, FL 32958.

Questions concerning this bid should be directed to Infrastructure Consulting and Engineering for this project in writing by email: doug.hambrecht@ice-eng.com by 5:00 p.m. on February 1st, 2018.

Bids duly submitted will be publicly opened and read aloud at the date and time specified above in City Hall. The City reserves the right to reject any and all bids, or to accept any bid or portion thereof deemed to be in the best interest of the City, and to waive any non-substantial irregularities.

The winning bidder will be the lowest responsible and responsive bidder.

BY: Joe Griffin, City Manager
Pub: January 1, 2018
TCN 1873840

Tax Deed Application

NOTICE OF APPLICATION FOR TAX DEED

Tax Deed File No.: 14-378

NOTICE IS HEREBY GIVEN, that FLORIDA TAX LIEN ASSETS IV LLC the holder of the following certificate has filed said certificates for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

Certificate No.: 2012/950
Year of Issuance: 2012

Address: 5000 JUANITA AV, CTY
Property Description: HARMONY HEIGHTS ADDN BLK K LOTS 20 AND 21 (OR 2475-2309)
Parcel ID: 1431-701-0189-000/7

Name(s) in Which Assessed: TIFFANY ROLLE

Said property being in the County of St. Lucie, State of Florida.

Unless said certificate shall be redeemed according to law the property described in such certificate shall be sold to the highest bidder by electronic sale 22nd of January, 2018 at https://stlucie.clerkauction.com at 11:00 A.M.

WARNING
THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON 01/22/2018 UNLESS THE BACK TAXES ARE PAID. TO MAKE PAYMENT OR TO RECEIVE FURTHER INFORMATION, CONTACT THE CLERK OF COURT IMMEDIATELY AT 2300 VIRGINIA AVE, 2ND FLOOR, FORT PIERCE, FL 34892, 772-462-6926.

Property may be redeemed through the St. Lucie County Tax Collector. For redemption amounts and instructions, please contact the Tax Collector, 772-462-1650.

Dated this 11th day of December, 2017.

MARGARET RAHAL,
Deputy Clerk
Pub: December 18 and 25, 2017 and January 1 and 8, 2018
TCN 1854090

NOTICE OF APPLICATION FOR TAX DEED

Tax Deed File No.: 17-208

NOTICE IS HEREBY GIVEN, that TAX EASE FUNDING 2016-1 LLC the holder of the following certificate has filed said certificates for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

Certificate No.: 2015/1477
Year of Issuance: 2015

Address: 1312 EDGEWOOD TERR, FORT PIERCE
Property Description: MUSTAINE'S S/D BLK A LOT 13 (OR 3967-2935)
Parcel ID: 2404-807-0013-000/7

Name(s) in Which Assessed: JUSTIN MITCHELL/UNIVERSAL PROPERTY ADVISORS LLC

Said property being in the County of St. Lucie, State of Florida.

Unless said certificate shall be redeemed according to law the property described in such certificate shall be sold to the highest bidder by electronic sale 22nd of January, 2018 at https://stlucie.clerkauction.com at 11:00 A.M.

WARNING
THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON 01/22/2018 UNLESS THE BACK TAXES ARE PAID. TO MAKE PAYMENT OR TO RECEIVE FURTHER INFORMATION, CONTACT THE CLERK OF COURT IMMEDIATELY AT 2300 VIRGINIA AVE, 2ND FLOOR, FORT PIERCE, FL 34892, 772-462-6926.

Property may be redeemed through the St. Lucie County Tax Collector. For redemption amounts and instructions, please contact the Tax Collector, 772-462-1650.

Dated this 11th day of December, 2017.

MARGARET RAHAL,
Deputy Clerk
Pub: December 18 and 25, 2017 and January 1 and 8, 2018
TCN 1855029

NOTICE OF APPLICATION FOR TAX DEED

Tax Deed File No.: 17-237

NOTICE IS HEREBY GIVEN, that ITZIK IDE TECHNOLOGIES INC the holder of the following certificate has filed said certificates for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

Certificate No.: 2015/2175
Year of Issuance: 2015

Address: 514 N 12TH ST, FORT PIERCE
Property Description: LINCOLN PARK NO 2 BLK 3 N 5 FT OF LOT 10 AND ALL LOT 11 (OR235-85: 284-161:962-886:3283-974: 3288-17)
Parcel ID: 2409-501-0079-000/3

Name(s) in Which Assessed: LEE WYCHE (EST)/ SONIA D WARREN/LATRICIA S HOUSTON/SHANEIR WARREN

Said property being in the County of St. Lucie, State of Florida.

Unless said certificate shall be redeemed according to law the property described in such certificate shall be sold to the highest bidder by electronic sale 22nd of January, 2018 at https://stlucie.clerkauction.com at 11:00 A.M.

WARNING
THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON 01/22/2018 UNLESS THE BACK TAXES ARE PAID. TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE CLERK OF THE COURT IMMEDIATELY AT 2300 VIRGINIA AVE, 2ND FLOOR, FORT PIERCE, FL 34892, 772-462-1650.

Dated this 28th day of November, 2017.

MARGARET RAHAL,
Deputy Clerk
Clerk of the Circuit Court,
St. Lucie County
Pub: December 18 and 25, 2017 and January 1 and 8, 2018
TCN 1841327

NOTICE OF APPLICATION FOR TAX DEED

Tax Deed File No.: 17-265

NOTICE IS HEREBY GIVEN, that STEVEN E. PENNIMAN the holder of the following certificate has filed said certificates for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

Certificate No.: 2014/6805
Year of Issuance: 2014

Address: 675 NW PRIMA VISTA BV, PSL
Property Description: PORT ST LUCIE-SECTION 27- BLK 92 LOT 4 (MAP 34/30N) (OR 3191-2988)
Parcel ID: 3420-630-0426-000/6

Name(s) in Which Assessed: BANK OF AMERICA NA/ BANK OF AMERICA/ BANK OF AMERICA C/0 CT CORP SYSTEMS

Said property being in the County of St. Lucie, State of Florida.

Unless said certificate shall be redeemed according to law the property described in such certificate shall be sold to the highest bidder by electronic sale 22nd of January, 2018 at https://stlucie.clerkauction.com at 11:00 A.M.

WARNING
THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON 01/22/2018 UNLESS THE BACK TAXES ARE PAID. TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE CLERK OF THE COURT IMMEDIATELY AT 2300 VIRGINIA AVE, 2ND FLOOR, FORT PIERCE, FL 34892, 772-462-1650.

Dated this 13th day of December, 2017.

MARGARET RAHAL,
Deputy Clerk
Clerk of the Circuit Court,
St. Lucie County
Pub: December 18 and 25, 2017 and January 1 and 8, 2018
TCN 1857237

NOTICE OF APPLICATION FOR TAX DEED

Tax Deed File No.: 17-251

NOTICE IS HEREBY GIVEN, that MSNTR INVESTMENTS, LTD the holder of the following certificate has filed said certificates for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

Certificate No.: 2010/1915

Wheels/Recreation
Buy & Sell fast!
TCPALM localfieds

City Commission Regular Meeting **12.b.**

Meeting Date: 02/05/2018

Re: Conditional Use - Sunrise City Spa - 305 S. 7th Street

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing (Waived) - Review and approval of an application for Conditional Use with No New Construction, submitted by Property Owner, Colonnades IV LLC, Representative Charles Hayek, and Applicant Angel French to operate Sunrise City Spa located at 305 S. 7th Street, Fort Pierce, FL. The property is zoned Office Commercial Commercial (C-1), Parcel ID: 2410-705-0011-000-9.

SUMMARY:

- The applicant is requesting approval of a Conditional Use to operate Sunrise City Spa at 305 S. 7th Street.
- The business has been in existence for 3 years and was formally operated out of the Arcade Building. Due to a need to expand the business the applicant has decided to relocate the business
- The property is .24 acres in sized and is zoned C-1, Office Commercial.
- The last business to be run out of this address was Cygnua Business Media, INC, in 2012. The business was in operation from 2003-2012 and it was an advertising agency.
- The business will provide 2 offices, 2 treatment rooms, 2 lobby areas, a yoga studio, a public restroom, and a kitchen that will be open to employees only. There will be entrances and exists at both the front and back of the building. The business will only be conducted on the first floor of the structure. There will be a handicap ramp located in the back of the structure along with parking in the back as well. All sessions will only be conducted by appointment only.

RECOMMENDATION:

Approve

ALTERNATIVES:

- Approve with Conditions
- Deny

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Planning Staff Report
Site Aerial
Application for Conditional Use
Survey
TRC Comments
Zoning Map

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/29/2018 08:45 AM

Form Started By: Brandon Creagan
Started On: 01/23/2018 02:56 PM
Final Approval Date: 01/29/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, P.E, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

SUBJECT: **Conditional Use – No New Construction**
Sunrise City Spa
305 S. 7th Street

DATE: January 23, 2018

STAFF REPORT

Owner(s)/Applicant(s): Angel French
305 S. 7th Street
Fort Pierce, FL 34950

Property Owner: Colonnades IV LLC (Charles Hayek)
1111 Fernandina Street
Fort Pierce, FL 34949

Requested Action: Approval for the Conditional Use with no New Construction

Location: 305 S. 7th Street

Parcel IDs: 2410-705-0011-000-9

Collective Size: 0.24 acres

Zoning: C-1, Office Commercial

Future Land Use: OP, Offices – Professional & Business Services

Surrounding Zoning:

North	East	South	West
C-1	C-3	C-3	C-1

Staff Analysis:

In accordance with Section 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with No New Construction to operate a Massage, Yoga, & Spa business, known as Sunrise City Spa at 305 S. 7th Street

The business has been in existence for 3 years and was formally operated out of the Arcade Building. Due to a need to expand the business the applicant has decided to relocate the business to 305 S. 7th Street. The property is .24 acres in sized and is zoned C-1, Office Commercial. The type of use would necessitate Conditional Use Approval. The last business to be run out of this address was Cygnua Business Media, INC, in 2012. The business was in operation from 2003-2012 and it was an advertising agency.

The business will provide 2 offices, 2 treatment rooms, 2 lobby areas, a yoga studio, a public restroom, and a kitchen that will be open to employees only. There will be entrances and exists at both the front and back of the building. The business will only be conducted on the first floor of the structure. There will be a handicap ramp located in the back of the structure along with parking in the back as well. All sessions will only be conducted by appointment only.

There is only one driveway that leads to the parking lot in the back of the building. As it stands now the driveway width does not meet the requirements of City Code 22-61, Access Control. Since there is only one driveway it would normally be required that any driveway used for a commercial purpose would have to be at minimum 24 feet wide. With that said the property is historically designated and the driveway can be used as is for the proposed business. It is however recommended that the applicant install either a sign indicating to drivers that there is a narrow driveway or a mirror so that drivers can see if someone is about to enter or exit the driveway. Since the business is by appointment only it should alleviate the concerns of utilizing a narrow driveway. The driveway should also be adequately lit if not already, to allow drivers to see if another car is about to enter or exit the driveway at times when it is dark outside. Both the parking lot and driveway areas should be lit to a minimum average of 2 foot candles pursuant to City Code 22-60 (j).

Technical Review Committee:

All affected City Departments have reviewed the proposed Conditional Use with No New Construction and have provided conditional approval based on compliance with requirements of the City Code. The comments generated from the technical review are provided for review.

Planning Board:

At their January 9, 2018 meeting the Planning Board voted 7-0 to recommend approval of the request as presented.

Public Notification:

Pursuant to City Code 22-143 (b), notice by mail shall be given to each owner of the property located, or having any part thereof, situate within five hundred (500) feet of any point of the property for which the request has been made and to the owner of the property for which the request has been made. Sixty (60) letters were mailed to property owners within 500 feet of the

subject site. As of January 23, 2018 nine (9) letters in support have been returned to the Planning Department regarding the proposed Variance. An update will be given at the City Commission meeting.

Staff Recommendation:

Staff recommends that the City Commission approve the Conditional Use with No New Construction.

THE SUNRISE CITY FORT PIERCE Florida

Conditional Use with No New Construction
Sunrise City Spa – 305 S. 7th Street
Aerial Map

W S E N

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
NOV 03 2017

Conditional Use – No New Construction

Property address or Location 305 South 7th Street

Parcel ID #(s)

Project description massage / yoga / spa

Property Owner(s)	Applicant/Representative, Title, Company
Charles Hayek	Angel French
305 S. 7th St.	305 South 7th St.
Street Address	Street Address
FP FL 34950	FP FL 34950
City State Zip	City State Zip
772-828-1080	772-519-9069
Phone Number	Phone Number
cchawk77@aol.com	angel@
Email Address	Email Address

COLONNADES III LLC

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 31st day of October, 2017, by Charles Hayek who is personally known to me or has produced as identification.

Signature of Notary

(seal)

NOTARY PUBLIC STATE OF FLORIDA
AMARIS ISABEL GIL
MY COMMISSION # FF 914194
EXPIRES: August 30, 2019
Bonded Thru Budget Notary Services

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

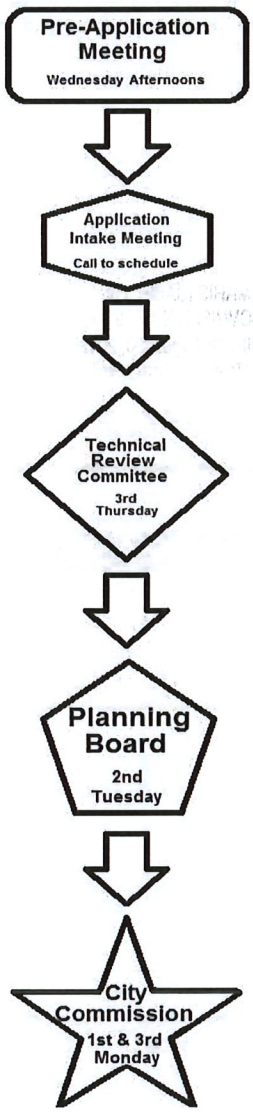
Intake Date Stamp

❑ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ❑ *If no site improvements are required:*
  - ❑ As-built survey
  - ❑ Floor plan of existing building(s)
- ❑ *If parking and drainage improvements are required:*
  - ❑As-built survey;
  - ❑Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ❑Lighting plan
- ❑ Complete, notarized application

Application Outlook



Application Type:

- ☑ Conditional Use: No new construction with no site improvements
- ❑ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size _____ Parking Spaces:_____

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

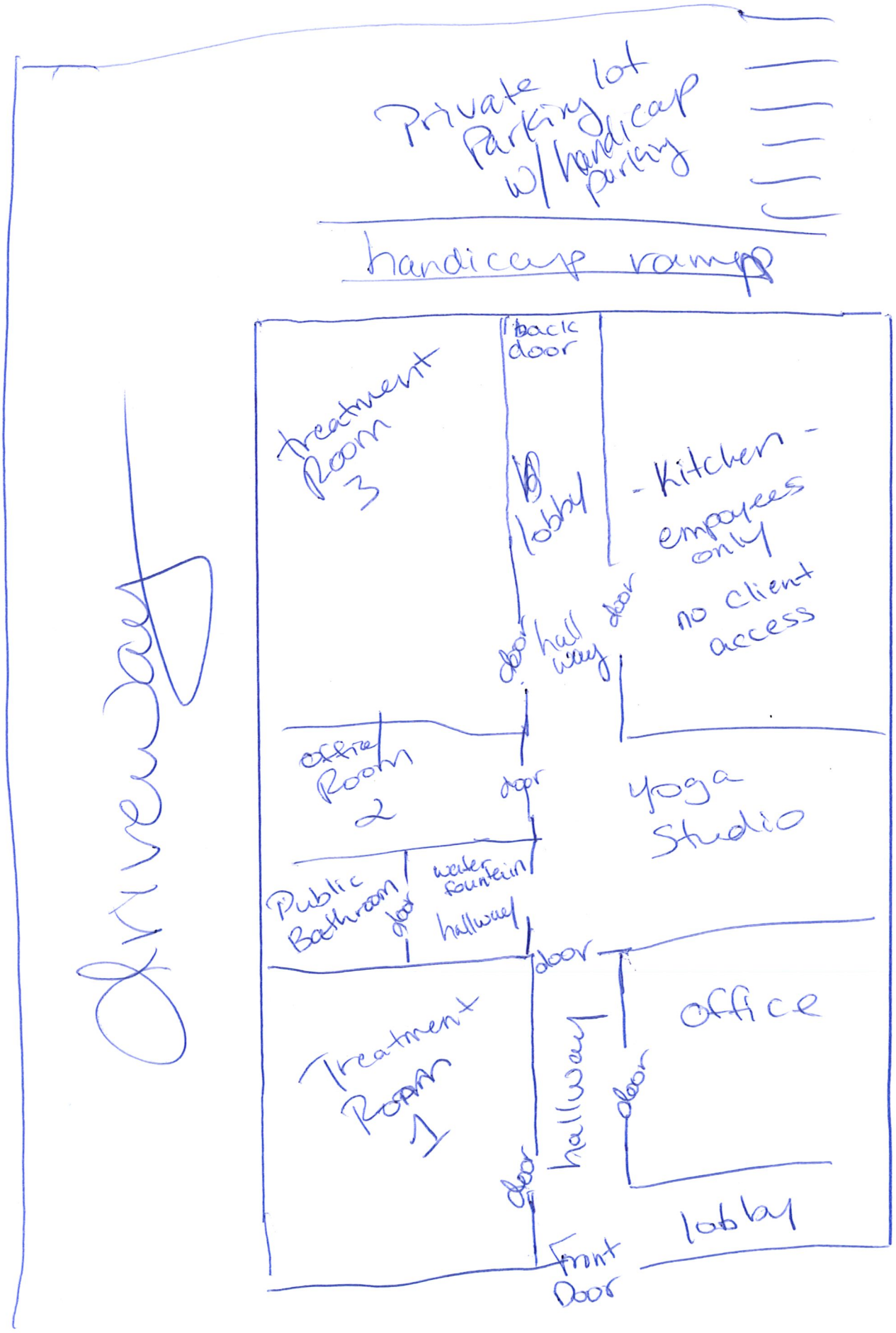
North	South	East	West

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.


Private lot Parking w/ handicap parking
handicap ramp
driveway
back door
lobby
Treatment Room 3
- Kitchen - employees only no client access
door
hall way
door
office Room 2
door
Yoga Studio
Public Bathroom
door
water fountain
hallway
door
Treatment Room 1
door
hallway
door
office
lobby
front Door

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 305 S 7th ST
Sec/Town/Range: 10/35S/40E
Map ID: 24/10S
Zoning: HistoricDi

Parcel ID: 2410-705-0011-000-9
Account #: 23559
Use Type: 1700
Jurisdiction: Fort Pierce

Ownership

Charles Hayek

1111 Fernandina ST
Fort Pierce, FL 34949

Legal Description

CANNING CO`S S/D N 19 FT OF E 210 FT OF LOT 5 AND S 35 FT OF E 210 FT OF LOT 6-LESS E 12 FT AND LESS: FROM SE COR LOT 5 RUN W 12 FT TO W R/W S 7 ST, TH N ON R/W 140 FT FOR POB, TH W 98 FT, TH S 1FT, TH E 98 FT, TH N 1 FT TO POB- (8) (MAP 24/10E) (OR 3844-2214)

Current Values

Just/Market Value:	$106,000
Assessed Value:	$106,000
Exemptions:	$0
Taxable Value:	$106,000

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	2,064
Gross Area (SF):	2,304
Land Size (acres):	0.24
Land Size (SF):	10,594

This information is believed to be correct at this time but it is subject to change and is not warranted.
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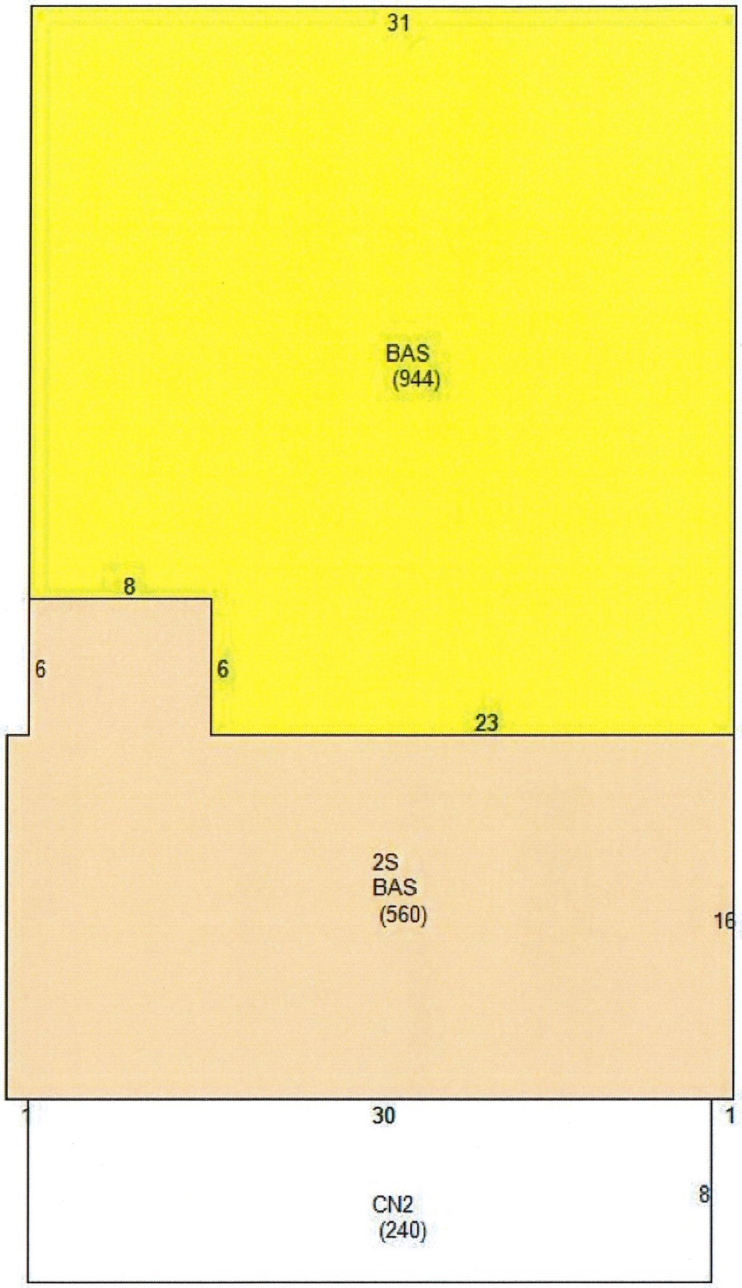
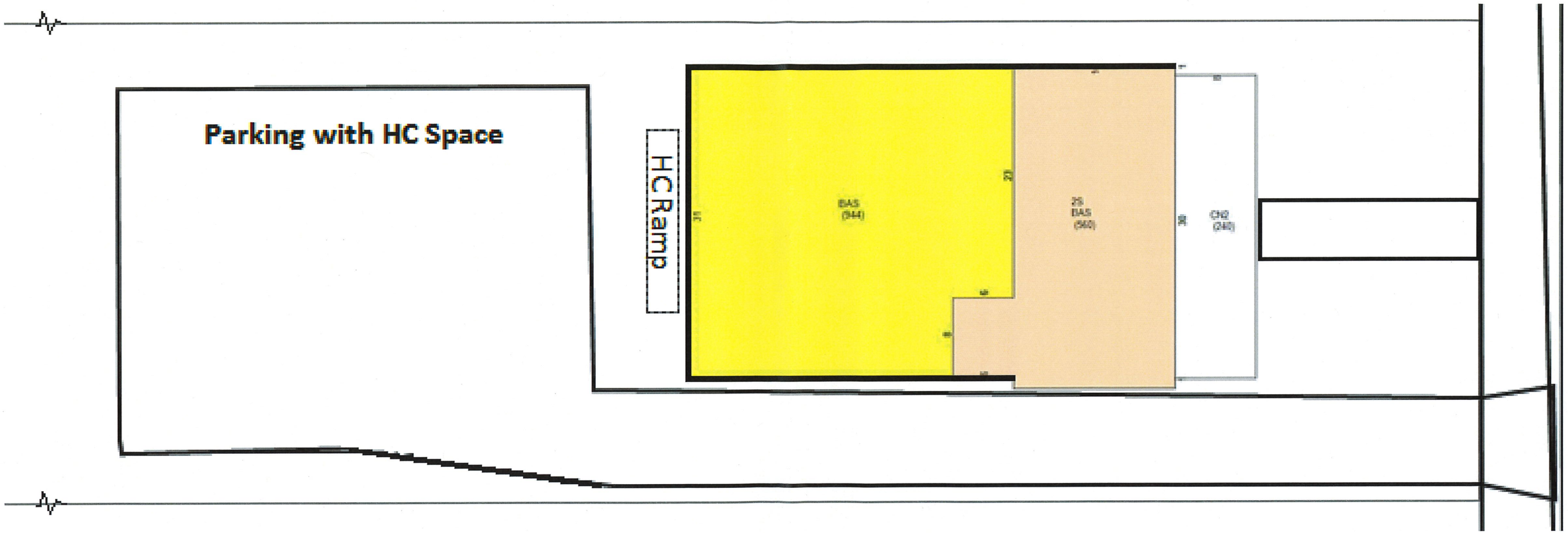

31
BAS
(944)
8
6
6
23
2S
BAS
(560)
16
1
30
1
8
CN2
(240)


Parking with HC Space
HC Ramp
BAS
(944)
21
21
2S
BAS
(560)
36
CH2
(240)

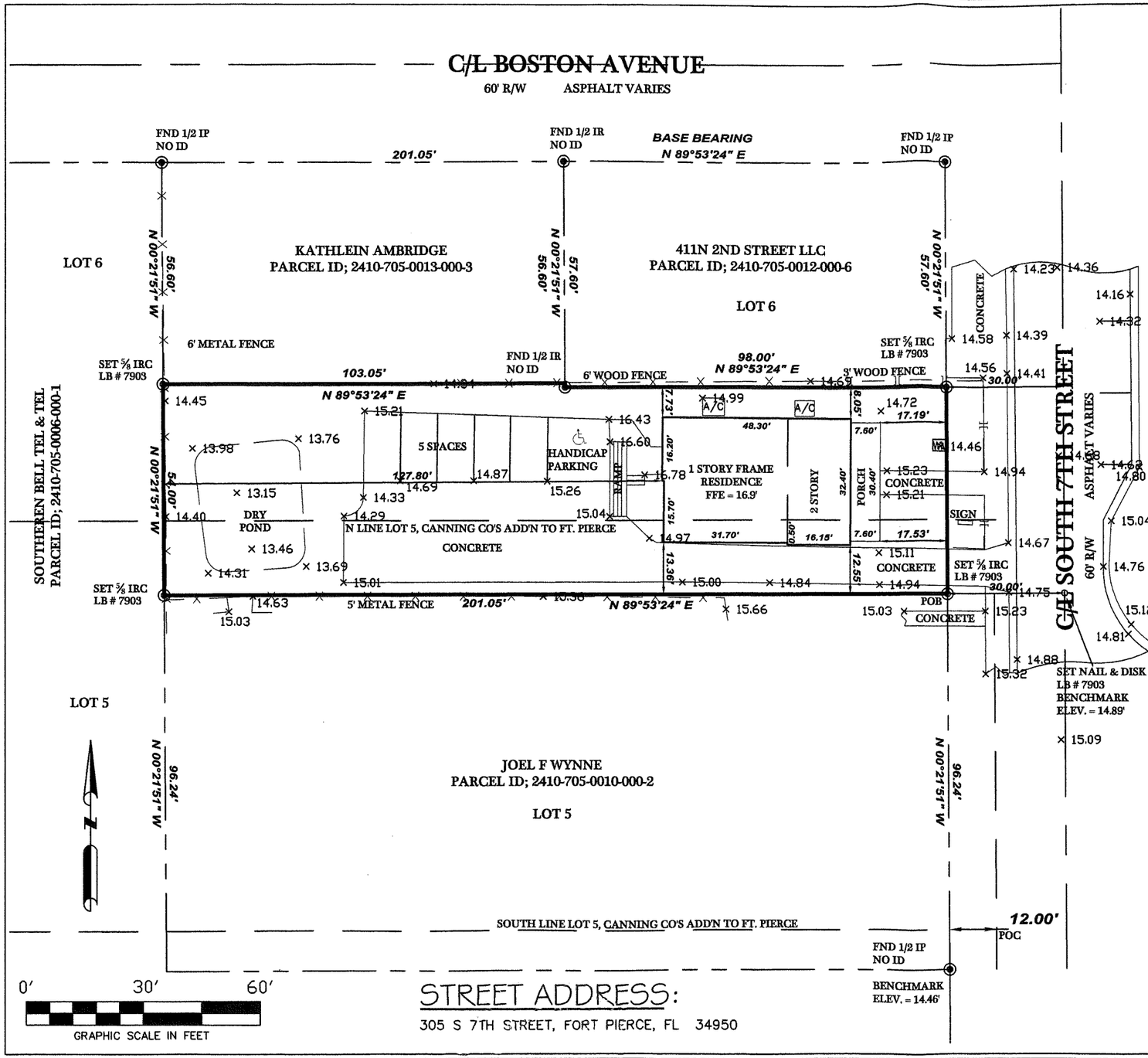
305
FOR SALE
OR LEASE
CALL
Joanne
McCurdy
REAL ESTATE, INC.
772-216-2821
COMMERCIAL SPACE
APPROX. 2250 SQ. FT.
FINANCING AVAILABLE

11/1/18

To whom it concerns,

With my application & fees I am attaching this letter to request a reimbursement or partial reimbursement of ~~$500~~ temp use fee, upon approval of the conventional use. I am passionate about Fort Pierce and excited to be part of the changes happening around PAD & 7th St. district. My spa origonaly in the Arcade Building is going into 3rd yr. of business. A need to grow & expand brought me to 305 S. 7th St, we did not realize it was not propery zoned. My vision is the bring beauty, growth & opportunity to this area through bodywork, esthetics & yoga therapy. Thank You for your time & consideration.

- Angel French



Boundary & Topographic Survey For:

Charles Hayek

LEGAL DESCRIPTION:

BEGAN AT A POINT 12.00 FEET WEST AND 86.00 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 5, CANNING CO'S ADD'N TO FT. PIERCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 190, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, BEING ON THE WEST LINE OF SOUTH SEVENTH STREET AS NOW LOCATED; THENCE RUN NORTH 54 FEET; THENCE RUN WEST 198.00 FEET; THENCE SOUTH 54.00 FEET; THENCE EAST 198.00 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPTING THE NORTH 1.00 FEET OF THE EAST 98.00 FEET OF THE ABOVE DESCRIBED PARCEL AND LESS ALL THAT PORTION LYING SOUTH OF THE LINE AS DESCRIBED AND LESS ALL THAT PORTION LYING SOUTH OF THE LINE, AS DESCRIBED IN THE MEMORANDUM OF BOUNDARY AGREEMENT, AS RECORDED IN O.R. BOOK 209. PAGE 2708, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LEGEND & ABBREVIATIONS:

A	ARC LENGTH	ORB	OFFICIAL RECORDS BOOK
A/C	AIR CONDITIONER	P	PLAT DATA
BSL	BUILDING SETBACK LINE	PB	PLAT BOOK
C	CALCULATED FROM FIELD MEASUREMENTS	PCP	PERMANENT CONTROL POINT
CBS	CONCRETE BLOCK STRUCTURE	PG(S)	PAGE(S)
CONC	CONCRETE	POB	POINT OF BEGINNING
CM	CONCRETE MONUMENT	POC	POINT OF COMMENCEMENT
C/L	CENTERLINE	PSM	PROFESSIONAL SURVEYOR & MAPPER
D&UE	DRAINAGE & UTILITY EASMENT	R	RADIUS
ELEV	ELEVATION	R/W	RIGHT OF WAY
FFE	FINISH FLOOR ELEVATION	TOB	TOP OF BANK
FND	FOUND	TOS	TOE OF SLOPE
ID	IDENTIFICATION NUMBER	UE	UTILITY EASEMENT
IP	IRON PIPE	x 14.54	ELEVATION (TYPICAL)
IR	IRON ROD	WM	WATER METER
IRC	IRON ROD & CAP	S	SEWER MANHOLE
LB	LICENSED BUSINESS		UTILITY POLE
LS	LICENSED SURVEYOR		DELTA
M	MEASURED DATA	E	ELECTRIC SERVICE BOX
NAVD	NORTH AMERICAN VERTICAL DATUM	T	TELEPHONE SERVICE BOX
OHP	OVERHEAD UTILITIES		

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH RIGHT OF WAY OF BOSTON AVENUE HAVING A BEARING OF N89°53'24"E, ACCORDING TO THE PLAT OF CANNING CO'S ADD'N TO FT. PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 190, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA' (ASSUMED DATUM).

2. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X", ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12111 C 0179 J, EFFECTIVE DATE FEBRUARY 16, 2012. THE EXACT DESIGNATION CAN ONLY BE DETERMINED BY AND ELEVATION CERTIFICATE.

3. ELEVATIONS AND DISTANCES ARE SHOWN IN US SURVEY FEET AND DECIMALS THEREOF, IN NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

4. ALL ABOVE GROUND FIXED IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED AND SHOWN HEREON.

5. UNDERGROUND UTILITIES AND UTILITY SERVICES HAVE NOT BEEN LOCATED ON THIS SURVEY.

6. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENT'S DEED RESTRICTIONS, OR MURPHY ACT DEEDS.

7. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

9. THE LAST DATE OF FIELD WORK WAS DECEMBER 01, 2017.

STREET ADDRESS:

305 S 7TH STREET, FORT PIERCE, FL 34950

CERTIFIED TO:

CHARLES HAYEK;

Charles Arnold 12-24-17

CHARLES ARNOLD — DATE SIGNED

PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NO. 4971

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JOB NO. 17-818
DATE: 12/19/2017
SCALE: 1"=30'
DRAWN BY: CA
REVIEWED BY: CA

ARNOLD SURVEYING, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
FLORIDA LICENSED BUSINESS NUMBER 7903
4888 N. KINGS HIGHWAY #425, FORT PIERCE, FLORIDA 34951
24 VERDE VISTA, FORT PIERCE, FLORIDA 34951
(772) 460-8211 SURVEY@ASI-SURVEY.COM

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 305 S. 7th St. – Sunrise City Spa – Cond. Use (BC)

DATE : 12.21.17

The proposed may trigger the following Code requirements:

1. Drawing required for buildout to accommodate:
   - ADA parking space
   - Accessible route to public way
   - ADA restrooms/ ADA ramp
2. Building permits required for reconfiguration of space.

PT/km

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Sunrise City Spa Conditional Use – 305 S. 7th Street
TRC No. 17-04000016

DATE : December 13, 2017

RECEIVED
DEC 19 2017
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on December 12, 2017:

- [x] Conditional Use Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

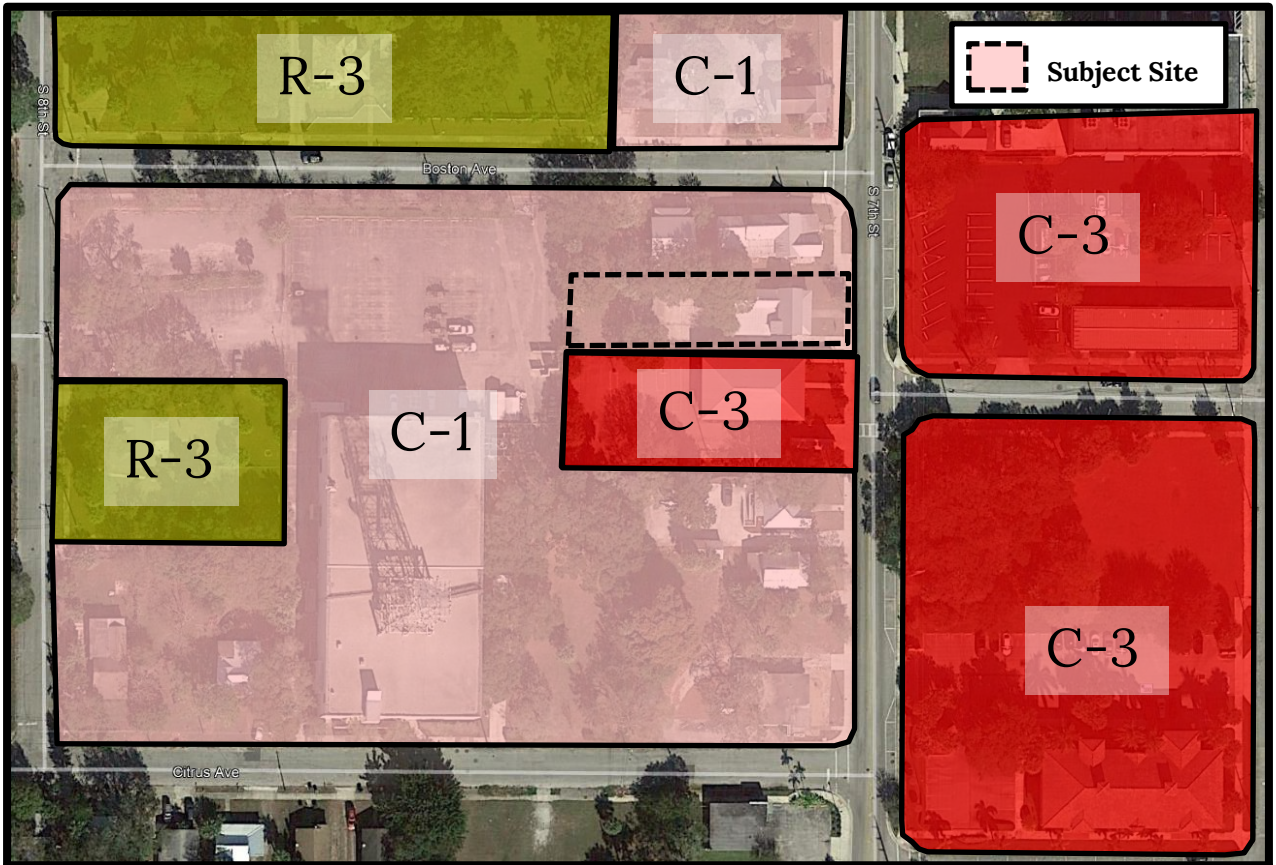
- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Conditional Use
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for engineering comments

JRA/TST/tst
Q:\ENGINEERING\Site Development Projects\S\Sunrise City Spa\Conditional Use\Submittal No. 1\CU Approval Memo - 121417.docx



THE SUNRISE CITY FORT PIERCE Florida

Conditional Use with No New Construction
Sunrise City Spa – 305 S. 7th Street
Zoning Map

N
W E
S

City Commission Regular Meeting **12.c.**

Meeting Date: 02/05/2018

Re: Site Plan, Conditional Use, & Design Review - Lawnwood Pavilion - 1860 N. Lawnwood Circle

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing (Waived): Review and approval of an application for Site Plan, Design Review, and Conditional Use, submitted by Property Owner(s), Lawnwood Medical Center, Inc. and Representative, Adam Crunk, PE to complete an 11,150 SF addition to the existing Lawnwood Pavilion Facility, in order to provide for an additional twelve (12) beds within the psychiatric extension of the facility which is located at 1860 N Lawnwood Circle, Fort Pierce, FL. The property is zoned Office Commercial (C-1) Parcel IDs: 2416-504-0199-030-0 & 2416-504-0207-000-1

SUMMARY:

- The applicant is proposing an 11,150 SF addition to the existing Lawnwood Pavilion Facility, to provide for an additional twelve (12) beds within their psychiatric extension, located at 1860 North Lawnwood Circle. The subject property is 8.4 acres in size and is located within the Office Commercial (C-1) zoning district.
- The presented addition is designed to match the architectural aesthetics and structure height to the existing complex. The project includes improvements to parking, stormwater via enhancement as bio-swales, additional landscaping, and expanded lighting on-site.
- The Planning Board, at their January 23rd, 2018 meeting, voted unanimously to recommend approval of the proposal.
- A total of 66 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. To-date, one response has been collected in support of the request and zero in opposition. An updated tally of the garnered responses will be provided to the City Commission at the public hearing.

RECOMMENDATION:

Approval

ALTERNATIVES:

Approval with conditions.
Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Increase in Impact Fee and Ad-Valorem Tax Revenue

Attachments

Staff Report
Aerial & Zoning Map
Application, Property Record Cards, & Support Documents
Site, Grading, Landscape, & Irrigation Plans
Proposed Elevations, Addition, & Project Design
Concurrency Application & Traffic Statement
Neighborhood Mapping (Photos)

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/30/2018 11:49 AM

Form Started By: Kori Benton
Started On: 01/24/2018 10:23 AM
Final Approval Date: 01/30/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

RE: **Application for Site Plan, Design Review, & Conditional Use**
Lawnwood Pavilion Expansion (12 Beds)
1860 N Lawnwood Circle

DATE: January 24, 2018

STAFF REPORT

Owner/Applicant: Lawnwood Medical Center, Inc. (Michael Patterson, CEO)
One Park Place
Nashville, Tennessee 37203

Representative: Adam Crunk, PE
Crunk Engineering
1894 General George Patton Dr., Suite 600
Franklin, TN 37067

Requested Action: Approval of a Site Plan, Design Review, & Conditional Use to complete an 11,150 SF addition to the existing Lawnwood Pavilion Facility, to provide for an additional twelve (12) beds within the psychiatric extension.

Location: 1860 N Lawnwood Circle

Parcel IDs: 2416-504-0199-030-0 & 2416-504-0207-000-1

Current Zoning: Office Commercial (C-1)

Future Land Use: INST, Institutional

Surrounding Zoning:

North	East	South	West
OS-1	R-4	C-1	R-3/OS-1

Site Size: 8.4 acres

Utilities: Located within the FPUA Service Area

Staff Analysis:

Request

In accordance with Sections 22-22, 22-29, 22-58, 22-59 and 22-76 of City Code, the applicant is requesting the review and approval of Site Plan, Design Review, and Conditional Use to complete an 11,150 SF addition to the existing Lawnwood Pavilion Facility, to provide for an additional twelve (12) beds within their psychiatric extension, located at 1860 North Lawnwood Circle. The subject property is 8.4 acres in size and is located within the Office Commercial (C-1) zoning district.

History

The subject facility was established in 1985, with multiple expansions during the last few decades. The facility is a satellite location for Lawnwood Regional Medical Hospital located at 1700 S 23rd Street. Lawnwood Pavilion provides extra beds to patients when capacity at the main Lawnwood campus may reach its limit and is utilized as a physical rehabilitation and psychiatric facility. Presently, the 71,457 square-foot facility has seventy-four (74) licensed beds. This site is also shared by a 5,536 square-foot medical office.

In 2016, the most recent addition of 13,412 SF provided an additional sixteen (16) beds to the facility, as well as a generator enclosure and oxygen park.

Proposed Expansion

The proposal encompasses a new 11,150 SF addition, at the west side of the facility, to provide for an additional twelve (12) beds within the psychiatric extension, inclusive of parking, stormwater, landscaping, and lighting improvements.

The addition will be constructed over existing impervious area; what is now the off-street parking. Parking for the facility is being shifted to accommodate the addition and have met the requirements within code Section 22-60 Off-Street Parking.

Design

The proposed addition to the Lawnwood Pavilion facility is intended to match the architectural aesthetics and structure height to the existing complex. The color scheme and architectural style will remain throughout the facility. A highlight of the design plan is the replacement of several sections of chain-link fence with black aluminum, to be further accented with landscaping to improve the 21st Street presentation of the facility.

Site & Landscape Plan

Vehicular access to the site will remain via full-access two-way driveways on North Lawnwood Circle and South 21st, with the South 21st Street access proposed to shift to the south roughly 75ft.

The site plan provides an additional thirty-nine (39) parking spaces to the site, bringing the total for the complex to one-hundred and fifty-one (151), of which twenty-one (21) are handicap-accessible). Bicycle parking is provided. Stormwater retention is to be provided via redevelopment of the dry detention areas along South 21st street into expanded bio-swales, and accompanying landscape, to enhance these site features.

The updated site and landscape plans couple the preservation of several existing oak and pine trees within and adjacent to the parking area, along with additional trees and required shrubs for screening and buffering in accordance with Section 22-187 of the City Code. Trees removed which are subject to mitigation will be offset via new cypress tree

plantings. Inclusive of trees for mitigation, an additional 50+ trees and several sections of shrub plants will be planted to enhance the site.

A 5 ft. section of right-of-way (R.O.W.) is sought along 21st Street to resolve an outstanding deficiency. Minor sidewalk connections along South 21st Street and North Lawnwood Circle will be provided within the former Kaufman Avenue right-of-way (abandoned), consistent with City Code.

Traffic

The traffic impacts presented by the subject expansion is expressed by an additional 42 daily trips, of which 4 are projected as AM Peak and 7 as PM Peak. The applicant has stated the expansion and planned traffic are not anticipated to have a significant impact on the surrounding roadway network.

Technical Review Committee

All affected Departments have reviewed and conditionally approved the proposed Site Plan and Conditional Use. The applicant has provided a set of responses and updated plans which incorporate resolution of the TRC comments.

Planning Board

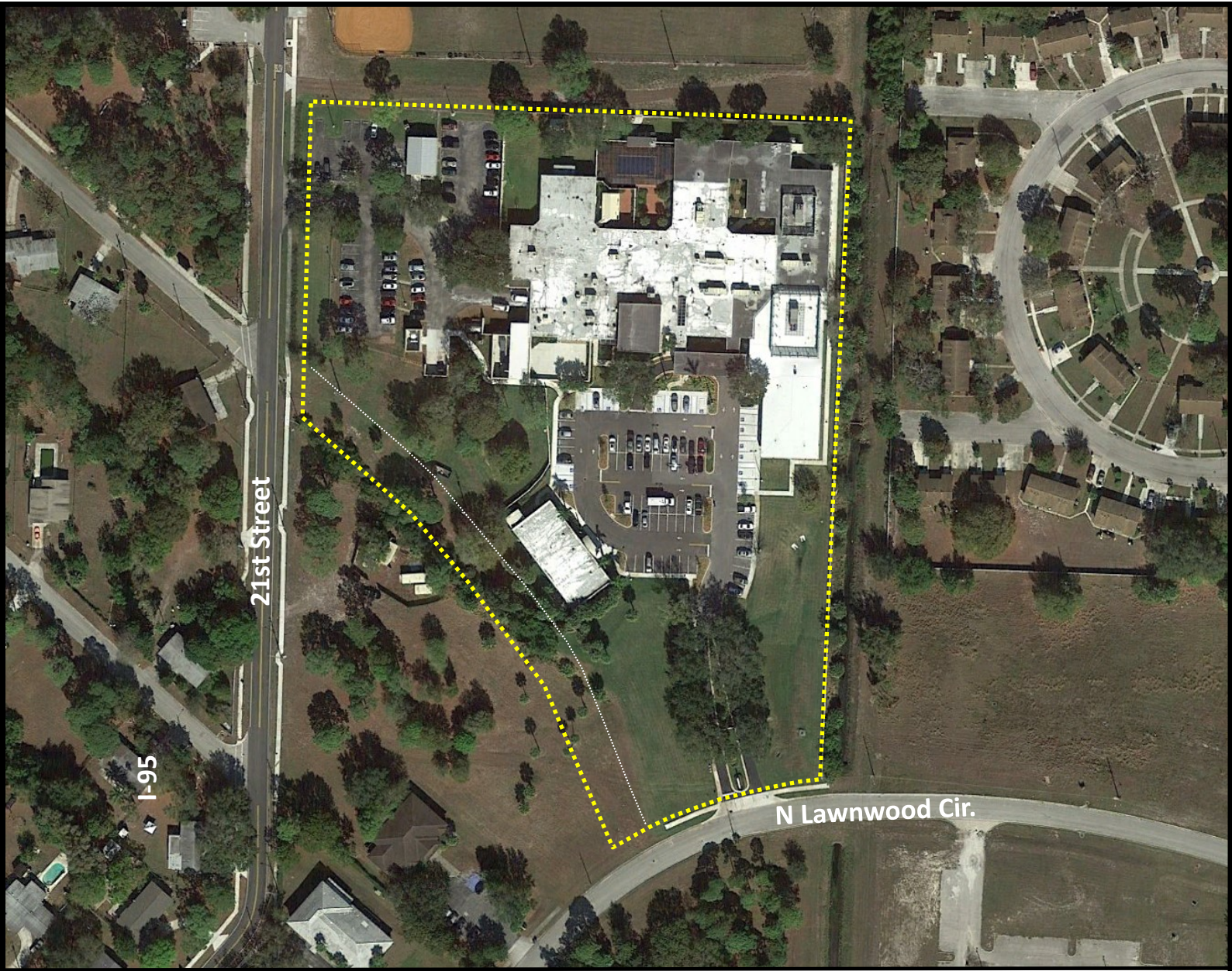
The Planning Board, at their January 23rd, 2018 meeting, voted unanimously to recommend approval of the proposal.

Property Owner Response Summary:

A total of 66 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. To-date, one response has been collected in support of the request and zero in opposition. An updated tally of the garnered responses will be provided to the City Commission at the public hearing.

Staff Recommendation:

The proposed Site Plan, Conditional Use, and Design Review package meets the requirements of the City Code and is found to be consistent with the City's Comprehensive Plan; therefore Staff recommends **approval.**

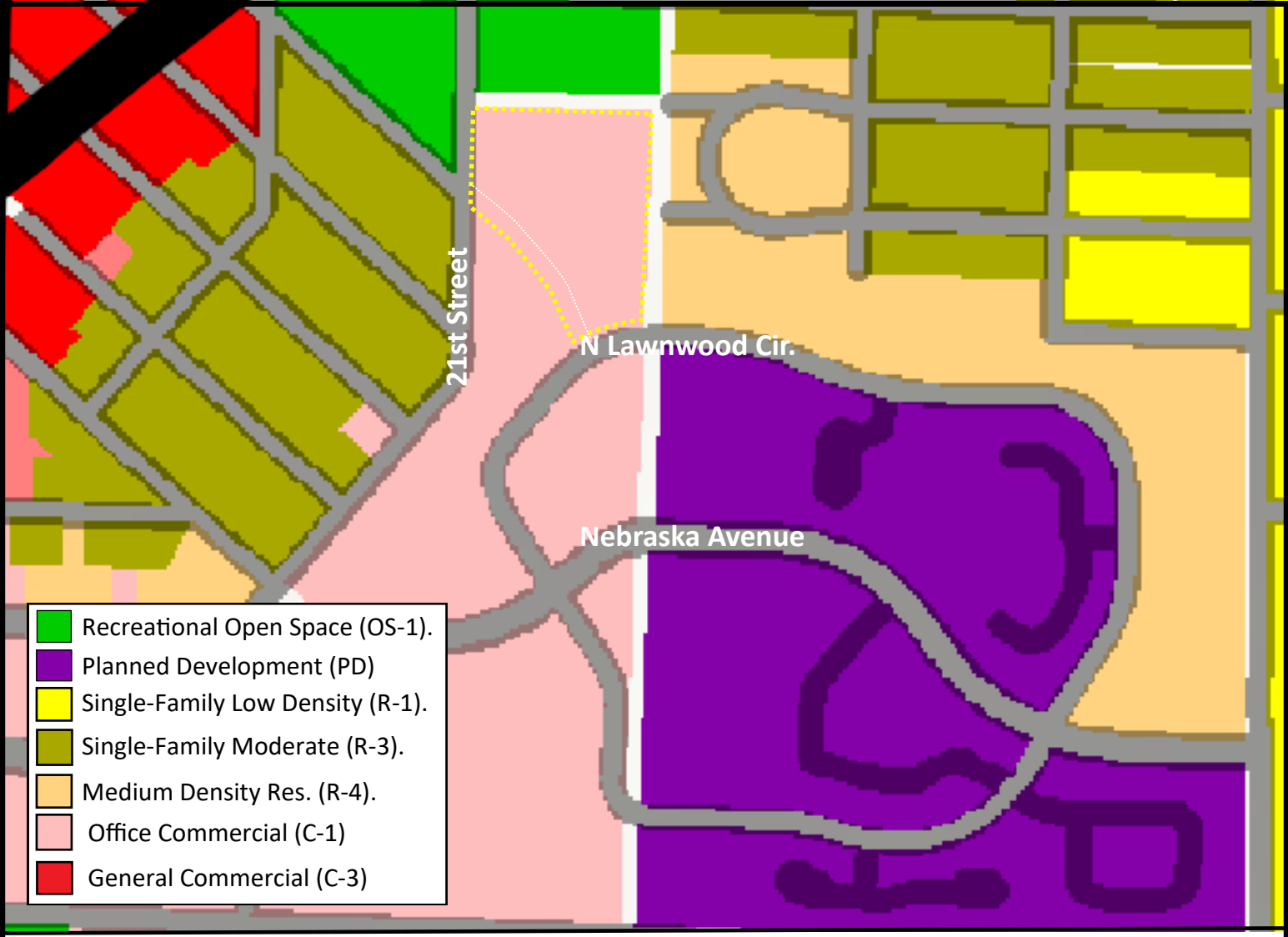


THE SUNRISE CITY FORT PIERCE Florida

Lawnwood Pavilion—1860 N Lawnwood Circle

Site Aerial

N W E S



THE SUNRISE CITY FORT PIERCE Florida

Lawnwood Pavilion—1860 N Lawnwood Circle

Zoning Map

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location: Lawnwood Physical Rehabilitation Center 1860 N Lawnwood Cir., Fort Pierce, FL 34950

Parcel ID #(s): 2416-504-0199-030-0

Project description: Psychiatric Unit Addition

Property Owner(s)	Applicant/Representative, Title, Company
Hospital Corporation of America	Adam Crunk, PE, Crunk Engineering LLC
PO Box 1504	1894 General George Patton Dr., Suite 600
Street Address	Street Address
Nashville TN 37202	Franklin TN 37067
City State Zip	City State Zip
772-466-1500	615-873-1795
Phone Number	Phone Number
michael.patterson3@hcahealthcare.com	adam@crunkeng.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY St. Lucie

The foregoing instrument was acknowledged before me this 30th day of Nov., 20 17, by Michael Patterson who is personally known to me or has produced _____ as identification.

Signature of Notary (seal)

Jazzmine J. Scott
Commission # FF073691
Expires: Dec. 01, 2017
WWW.AARONNOTARY.com

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Intake Date Stamp

☐ DEVELOPMENT REVIEW

General Information

- ☐ Incomplete application packets cannot be accepted.
- ☐ Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type		
☒ Site Plan	☒ Conditional Use with New Const.	☐ Major Amendment
☐ Conceptual Development Plan		☐ Minor Amendment

Site Information:

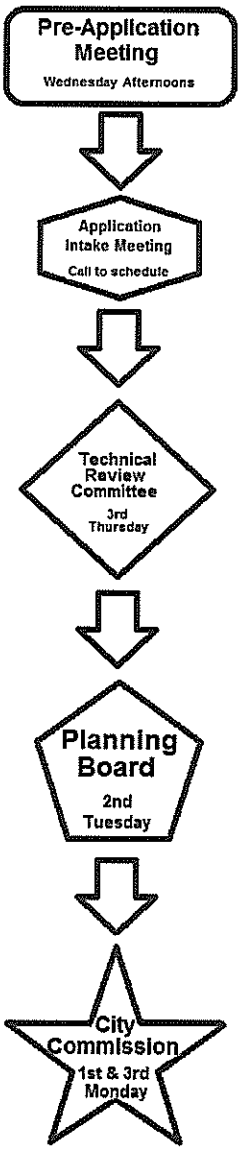
Non-Residential: Proposed Sq. Ft.: 12,000 sf

Residential: Proposed Units: n/a

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
Recreation	undeveloped/commercial	residential	residential

Application Outlook



Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- ☒ Complete notarized application
- ☒ Warranty Deed
- ☒ SLC Property Record Card
- ☒ Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- ☒ General location map (see Section 22-58.d.2)
- ☒ Survey (see Section 22-58.d.3)
- ☒ Site Plan (see Section 22-58.d.4)
- ☒ Landscaping Plan (see Section 22-187)
- ☒ Storm Drainage Plan (see Section 22-58.d.6)
- ☐ Environmental Impact Report
- ☐ Beach/Dune System protection plan, if applicable (see Section 22-58.d.7)
- ☒ Lighting Plan (see Section 22-58.d.8)
- ☒ Design Review submittals (see Design Review application)
- ☒ Traffic Impact Report
- ☒ Concurrency Review submittals (see Concurrency Review application)

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 1860 N LAWNWOOD CIR
Sec/Town/Range: 16/35S/40E
Map ID: 24/16N
Zoning: C1

Parcel ID: 2416-504-0199-030-0
Account #: 25683
Use Type: 7300
Jurisdiction: Fort Pierce

Ownership

HCA

Attn:Tax Dept
PO Box 1504
Nashville, TN 37202

Legal Description

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT NW COR BLK 25, TH S 89 DEG 25 MIN 13SEC E ALG N LI SD BLK 598.62 FT TO W R/W LI OF S 19 ST (CANAL), TH S 0 DEG 06 MIN 27 SECW ALG SD R/W 507.9 FT, TH CONT ONR/W S 01 DEG 25 MIN W 200.37 FT TO N R/W N LAWNWOOD CIR, TH SWLY ON A CURVE CONC SLY, DELTA 22 DEG10 MIN 44 SEC, R OF 462.94 FT, ARCDIST 179.20 FT ALG SD N R/W TO INT N R/W OF KAUFMAN AV, TH N 31 DEG 08 MIN 04 SEC W ALG SD N R/WOF KAUFMAN AV 197.37 FT TO CURVECONC SWLY DELTA 23 DEG 58 MIN 02SEC, R OF 972.25 FT, ARC DIST 406.70 FT, TH N 55 DEG 06 MIN 06 SEC W 48.13 FT TO ELY R/W OF S 21 ST, TH N 0 DEG 05 MIN 47 SEC WALG SD ELY R/W 273.49 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (7.54 AC) (OR 626-2606)

Total Areas

Finished/Under Air (SF):	70,481
Gross Area (SF):	80,748
Land Size (acres):	7.54
Land Size (SF):	328,442

Current Values

Just/Market Value:	$3,763,300
Assessed Value:	$3,763,300
Exemptions:	$0
Taxable Value:	$3,763,300

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Mar 2, 1989	0626 / 2606	XX01	WD		$100

Building Information (1 of 4)

Finished Area: 52,396 SF

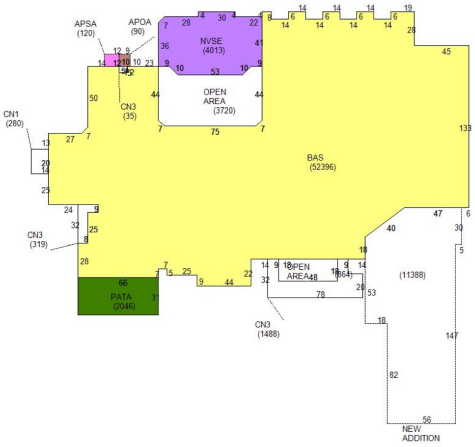
Gross Total Area: 60,787 SF

Exterior Data

View:	Roof Cover: Tar & Gravel	Roof Structure: BarJst/Rigid
Building Type: HOSP	Year Built: 1985	Frame:
Grade: Y_B	Effective Year: 1985	Primary Wall: PolySteel-PC
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Vinyl Tiles
A/C %: 100%	Heated %: 100%	Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
APOA	Aluminium Porch (Open) Average	90	0	38
APSA	Aluminium Porch (Screen) Average	120	0	44
BAS	BASE AREA	52396	52396	1319
CN1	CANOPY	280	0	68
CN3	CANOPY	1842	0	378
NVSE	Screen Enclosure for Sketch Only (Valued in SFYI)	4013	0	263
PATA	Patio Average (Plain Slab)	2046	0	194

Building Information (2 of 4)

Finished Area: 5,500 SF

Gross Total Area: 5,990 SF

Exterior Data

View:
Building Type: LROF
Grade: Y_B
Story Height: 1 Story

Roof Cover: Tar & Gravel
Year Built: 1997
Effective Year: 1997
No. Units: 2

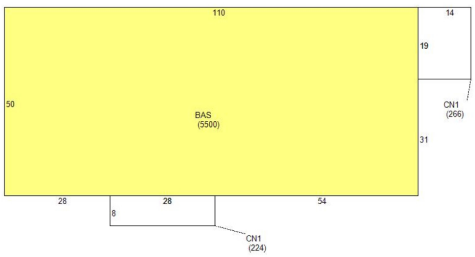
Roof Structure: BarJst/Rigid
Frame:
Primary Wall: PolySteel-PC
Secondary Wall:

Interior Data

Bedrooms: 0
Full Baths: 0
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Carpet
Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	5500	5500	320
CN1	CANOPY	490	0	138

Building Information (3 of 4)

Finished Area: 1,200 SF

Gross Total Area: 1,200 SF

Exterior Data

View:
Building Type: DGAR
Grade: Y_D
Story Height: 1 Story

Roof Cover: Metal
Year Built: 1997
Effective Year: 1997
No. Units: 0

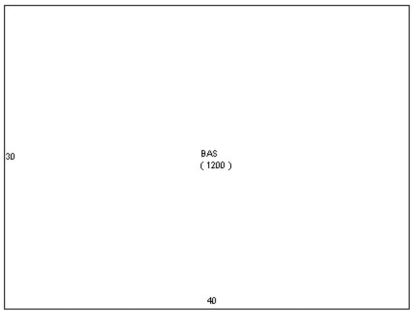
Roof Structure: Steel Truss
Frame:
Primary Wall: Corr Metal
Secondary Wall:

Interior Data

Bedrooms: 0
Full Baths: 0
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 10%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: CONC GRD
Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	1200	1200	140

Building Information (4 of 4)

Finished Area: 11,385 SF

Gross Total Area: 12,771 SF

Exterior Data

View:
Building Type: HOSP
Grade: Y_C+
Story Height: 1 Story

Roof Cover: Rolled Memb
Year Built: 2016
Effective Year: 2016
No. Units: 1

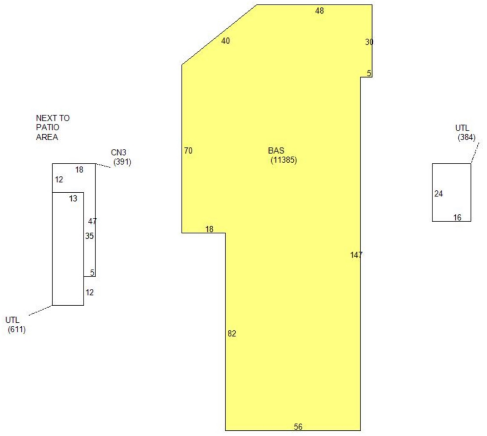
Roof Structure: BarJst/Rigid
Frame:
Primary Wall: PolySteel-PC
Secondary Wall:

Interior Data

Bedrooms: 0
Full Baths: 0
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Tile-Ceramic
Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	11385	11385	496
CN3	CANOPY	391	0	130
UTL	UTILITY ROOM	995	0	200

Special Features and Yard Items

Type	Qty	Units	Year Blt
ASP2 LOW	1	74930	1985
CHAINLINK 4'	1	450	1985
CONCRETE LOW	1	5600	1985
POOL DK-AVG	1	3213	1985
POOL HEATER	1	2	1985
SINGLE LIGHT	1	16	1985
RES POOL AVG	1	800	1985
CHAINLINK 6'	1	415	2001
WOOD FEN 6'	1	288	2005
CONCRETE LOW	1	2136	2008
CBSWall8"Blk	1	400	2011
CBSWall6"Blk	1	1140	2011

Current Year Values

Current Values Breakdown

Building:	$2,778,000
Land:	$985,300
Just/Market:	$3,763,300
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$3,763,300
Exemption(s):	$0
Taxable:	$3,763,300

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2016	0041	52.6	Fort Pierce Stormwater Charge	$2,840.40

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2017	$3,763,300	$3,763,300	$0	$3,763,300
2016	$3,245,400	$3,245,400	$0	$3,245,400
2015	$3,260,500	$3,260,500	$0	$3,260,500

Permits

Number	Issue Date	Description	Amount	Fee
F00-00001	Jan 17, 2001	Fence	$2,435	$0
F00-000791	Jun 28, 2000	Roof	$282,511	$0
F91000861	Jun 27, 1991	Enclosure	$1,150	$1,150
F910001052	Aug 15, 1991	Commercial New Construction	$2,100	$2,100
F910001084	Aug 28, 1991	Fence	$4,326	$4,326
F92-000824	Jul 21, 1992	Commercial New Construction	$250,000	$250,000
F92000824A	Sep 16, 1992	Alterations/Remodeling	$250,000	$250,000
F920000824	Sep 23, 1992	Paving	$12,000	$12,000
F92000824B	Sep 28, 1992	Heat and Air Conditioning	$21,000	$21,000
F92-00824A	Dec 22, 1992	Sprinkler System	$2,500	$2,500
F96-000636	Jul 19, 1996	Additions to existing construction	$2,942,691	$2,942,691
F96-00636A	Sep 20, 1996	Additions to existing construction	$280,516	$280,516
F97-00636B	Feb 18, 1997	Sprinkler System	$48,350	$48,350
F97-00036C	Jun 23, 1997	Paving	$129,847	$129,847
F97-00636C	Jun 23, 1997	Paving	$129,847	$129,847
DI20048	Jun 3, 2004	Demolition	$10,000	$100
CA20045	Aug 6, 2004	Additions to existing construction	$550,000	$6,203
FE200593	Jun 14, 2005	Wood Fence	$30,500	$380
SE200579	Sep 27, 2005	Screen Room	$60,000	$750
0800000042	Jun 19, 2008	Alterations/Remodeling	$482,596	$5,726
BP10-1528	Jun 23, 2010	Roof	$242,512	$3,152
BP10-2488	Nov 8, 2010	Fence	$46,200	$660
BP11-0080	Feb 1, 2011	Electric	$37,105	$387
BP14-2413	Nov 4, 2014	Interior Office Buildout	$271,166	$2,818
BP14-2680	Oct 23, 2014	Plumbing	$26,600	$357
BP15-1663	Sep 18, 2015	Site Work	$350,000	$3,637
BP15-1664	Sep 18, 2015	Additions to existing construction	$6,000,000	$150,358
BP15-2582	Sep 28, 2015	Fence	$6,000	$80
BP15-1273	May 27, 2015	Electric	$50,137	$522
BP15-2269	Sep 3, 2015	Electric	$47,995	$643
BP15-3286	Jan 8, 2016	Fence	$0	$162
BP15-3287	Jan 8, 2016	Fence	$0	$162

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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November 29, 2017

Crunk Engineering LLC
1894 General George Patton Dr.
Suite 600
Franklin, TN 37067

RE: Lawnwood RMC Pavilion Psychiatric Unit Addition
Fort Pierce, Florida

To Whom it May Concern:

I am authorizing Crunk Engineering LLC to act as our agent/representative to communicate and submit all required information as necessary in obtaining all approvals and permits for the construction of the above referenced project.

Sincerely,

Michael Patterson, COO
Lawnwood Medical Center, Inc.

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn to (of affirmed) and subscribed before me this 30th day of November, 2017, by Michael Patterson

Jazzmine J. Scott
Commission # FF073691
Expires: Dec. 01, 2017
WWW.AARONNOTARY.com

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

November 30, 2017

Ms. Rebecca Grohall
City of Fort Pierce
100 N. U.S. Highway 1
Fort Pierce, Florida 34950

RE: Lawnwood Pavilion Psychiatric Addition
Site Analysis and Design Intent
Project No. 17012

Dear Rebecca,

The following includes the site analysis study as well as a narrative describing the design intent for the project:

Site Analysis
The Lawnwood Pavilion is located two blocks north of the Lawnwood Reigional Medical Center at 1860 N Lawnwood Circle. The current facility contains 74 licensed beds with a mixture of behavior and physical rehab treatment facilities. There is also a medical office building on the property of approximately 5,500 sf. Access to the site is from both N. Lawnwood Circle and S. 21st street. Currently there is not a connection through the site between these two entry points, but one will be provided as part of this project. There are no required buffers for this site, although large screenwalls cover the majority of the eastern and northern property boundaries. The existing campus is heavily landscaped and offers limited visibility to the street. Additional landscape screening will be proposed as part of this project due to the removal of some of the large live oak trees in the existing ropes course area.

Project Design Intent
The intent of the project is to increase the capacity for psychiatric beds to meet the demand of the community. Currently the facility is at capacity for these treatment services and the Florida Agency for Healthcare Administration has allowed for the increase in psychiatric beds by the 12 that are proposed. The addition will be located on the western side of the building adjacent to the existing psychiatric beds. The design intent is to provide the addition in the same height and character as the existing building. The existing building is stucco in a honey colored tone with brown windows and doors similar to many of the adjacent properties. This same design will be carried over into this project. Landscape material is being proposed to match material that is currently provided on the campus.

Surrounding Built Environment and Adjacent Property Evaluation
The surrounding neighborhood is a mix of Medical Office Buildings housed in converted residential buildings to the south and on the other three sides of the property there are residential buildings which are mostly single story and single family but a few are two story and multifamily structures. We have included with our submittal a location plan identifying these areas. All buildings on our property or adjacent to our property are less than 50 years old and there are no historic structures. The character is a range stucco and siding walls as well as flat and sloped roofs. Lawnwood Pavilion is one of the highest character and best kept properties in this area. The east side of our property is adjacent to the canal/drainage ditch which has residential properties east of it. A City Park with ball fields borders on the north side of our property.

Sincerely,

Adam Crunk, PE
Crunk Engineering LLC
1894 Gen. George Patton Dr., Ste 600
Franklin, TN 37067
615-873-1795
adam@crunkeng.com

N

Scale: 1" = 300ft

Location Map

Lawnwood Pavilion

Rehabilitation Center

Psychiatric Addition

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Design Review

Property address or Location: Lawnwood Physical Rehabilitation Center 1860 N Lawnwood Cir., Fort Pierce, FL 34950

Parcel ID #(s): 2416-504-0199-030-0

Project Description: Psychiatric Unit Addition

Hospital Corporation of America	Adam Crunk, PE, Crunk Engineering LLC
Property Owner(s)	Applicant/Representative, Title, Company
PO Box 1504	1894 General George Patton Dr., Suite 600
Street Address	Street Address
Nashville TN 37202	Franklin TN 37067
City State Zip	City State Zip
772-466-1500	615-873-1795
Phone Number	Phone Number
michael.patterson3@hcahealthcare.com	adam@crunkeng.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Application (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY St. Lucie

The foregoing instrument was acknowledged before me this 30th day of NOV., 2017, by Michael Patterson who is personally known to me or has produced _____ as identification.

Signature of Notary

Jazzmine J. Scott
Commission # FF073691
Expires: Dec. 01, 2017
www.AARONNOTARY.com

(seal)

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic Districts	Historic Designation

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit _____

Intake Planner _____

Planner Assigned _____

Approved _____ Date _____

Comments _____

Intake Date Stamp

Design Review Application Checklist
(City Code of Ordinances 22-59)

Submittal for Administrative Approval

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 22-194, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 22-58(e) is also available.

Submittal for Board Approval

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
b. A final site plan meeting the requirements of section 22-58
c. A final site lighting plan that meets the requirements of subsection 22-58(d)(8).
d. A final landscape plan that meets the requirements of Article XII, Landscaping and Trees.
e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

Lawnwood Psychiatric Treatment Center Addition

Trip Genearation Summary & Traffic Statement

Crunk Engineering LLC

11/30/2017

Project Scope - Addition of 12 beds, by adding 12,000 sf of building area

Existing Conditions - 74 beds, 71,380 sf of building area

Proposed Conditions - 86 beds, 83,380 sf of building area

Calculations Information

ITE Manual, 9th Edition using Nursing Home (620)

AADT = 3.49 * (No. of Beds) -89.09
AM Peak = 0.29 * (No. of Beds) - 15.57
PM Peak = 0.56 * (No. of Beds) - 22.53

Calculation Results

Existing Conditions	
AADT	170
AM Peak	6
PM Peak	19

Proposed Conditions	
AADT	212
AM Peak	10
PM Peak	26

Difference	
AADT	42
AM Peak	4
PM Peak	7

The proposed project is anticipated to have a negligible impact on the surrounding roadway network. This fact is also based on the conclusions drawn by the full traffic impact study prepared by Littlejohn in 2015.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
****Proposed**					N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 8,923
**Proposed Zoning/FLU	Total gallons per day 10,084
**Change in Demand	Total gallons per day 1161

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 7,138
**Proposed Zoning/FLU	Total gallons per day 8,067
**Change in Demand	Total gallons per day 929

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	1 existing dumpster
****Proposed Zoning/FLU**	1 proposed dumpster (to be relocated)
***Change in Demand**	n/a

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	170	6 AM / 19 PM
****Proposed Zoning/FLU**	212	10 AM / 26 PM
***Change in Demand**	Trips 42	Trips 4 AM / 7 PM
Impact to Capacity	Anticipated negligible impact on existing capacity, in line with previous study by Littlejohn in 2015	

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [ ] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [ ] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [ ] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

ADULT PSYCHIATRIC UNIT ADDITION
HCA - LAWNWOOD PAVILION
FORT PIERCE, FLORIDA

SITE DATA TABLE

PROJECT NAME: LAWNWOOD PSYCHIATRIC UNIT ADDITION

SITE ADDRESS: 1860 N. IAWNWOOD CIR
CITY: FORT PIERCE
COUNTY: ST. LUCIE
STATE: FLORIDA

PROPOSED USE: PSYCHIATRIC FACILITY

BUILDING SETBACKS:	MIN.
FRONT YARD:	25'
SIDE YARD:	15'
REAR YARD:	15'

DEVELOPMENT INFORMATION	ACRES	SQ. FT.
SITE AREA:	7.54	328,442
SITE AREA:	8.35	363,710

IMPERVIOUS SITE COVERAGE
MAX. IMPERVIOUS COVER: 80%

EXISTING COVERAGE:	SQ. FT.	ACRES	%
IMPERVIOUS:	173,960	3.99	52.9
PERVIOUS:	154,482	3.55	47.1
TOTAL	328,442	7.54	100.0

PROPOSED COVERAGE:	SQ. FT.	ACRES	%
IMPERVIOUS:	191,707	4.40	52.7
PERVIOUS:	172,003	3.95	47.3
TOTAL	363,710	8.35	100.0

BUILDING COVERAGE		SQ .FT.
MAX. FLOOR AREA RATIO:	40.0%	
EXISTING BUILDINGS	19.6	71,457
PROPOSED ADDITION	3.1	11,150
TOTAL	22.7	82,607

***PERCENTAGES BASED ON PROPOSED SITE AREA THAT INCLUDES THAT KAUFMAN AVENUE PARCEL.

EXISTING BEDS	BEDS
PSYCHIATRIC FACILITY	24
REHABILITATION FACILITY	50
MEDICAL OFFICE BUILDING	0
TOTAL	74

PROPOSED BEDS	BEDS
PSYCHIATRIC FACILITY	36
REHABILITATION FACILITY	50
MEDICAL OFFICE BUILDING	0
TOTAL	86

REQUIRED PARKING	REQUIREMENT	SPACES
PSYCHIATRIC FACILITY (36 BEDS)	1.5 SPACES/BED	54
REHABILITATION FACILITY (50 BEDS)	1.5 SPACES/BED	75
MEDICAL OFFICE BUILDING (5,600 SF)	1.0 SPACE/200 SF	28
TOTAL		157

PROVIDED PARKING	SPACES
PSYCHIATRIC FACILITY	54
REHABILITATION FACILITY	76
MEDICAL OFFICE BUILDING	21
TOTAL	151

***THE 6 SPACE REDUCTION THAT IS AVAILABLE AS A SMALL BUSINESS EXEMPTION HAS BEEN APPLIED FOR THE PROPOSED PARKING IN ORDER TO PROVIDE ADDITIONAL LANDSCAPING FOR PARKING AREAS.

ADA PARKING	SPACES
PSYCHIATRIC FACILITY	4
REHABILITATION FACILITY (20% OF TOTAL PROVIDED)	15
MEDICAL OFFICE BUILDING (5,600 SF)	2
TOTAL	21

VICINITY MAP

SHEET INDEX

C4.0	PROPOSED LAYOUT PLAN
C5.0	GRADING PLAN
C6.0	UTILITY PLAN
L1.0	LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN
L2.0	IRRIGATION PLAN

Existing Conditions

STENGEL-HILL
ARCHITECTURE

613 WEST MAIN STREET
LOUISVILLE, KENTUCKY 40202
502.893.1875
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LAWNWOOD Regional Medical Center

ADAM CRUNK LICENSE No. 78071 11/5/18 STATE OF FLORIDA PROFESSIONAL ENGINEER

CONSTRUCTION DOCUMENTS

COVER
ADULT PSYCHIATRIC UNIT ADDTION
HCA - LAWNWOOD PAVILION
FORT PIERCE, FLORIDA

1 REVISION 1

5 JANUARY 2018
HCA1608

CRUNK ENGINEERING LLC
1894 GENERAL GEORGE PATTON DR.
SUITE 600
FRANKLIN, TN 37067
(615) 873-1795
WWW.CRUNKENG.COM

C0.0

AHCA Project #:23/100246-126-4

SITE DATA TABLE

PROJECT NAME: LAWNWOOD PSYCHIATRIC UNIT ADDITION

SITE ADDRESS: 1860 N. IAWNWOOD CIR
CITY: FORT PIERCE
COUNTY: ST. LUCIE
STATE: FLORIDA

PROPOSED USE: PSYCHIATRIC FACILITY

BUILDING SETBACKS:	MIN.
FRONT YARD:	25'
SIDE YARD:	15'
REAR YARD:	15'

DEVELOPMENT INFORMATION	ACRES	SQ. FT.
SITE AREA:	7.54	328,442
SITE AREA:	8.35	363,710

IMPERVIOUS SITE COVERAGE
MAX. IMPERVIOUS COVER: 80%

EXISTING COVERAGE:	SQ. FT.	ACRES	%
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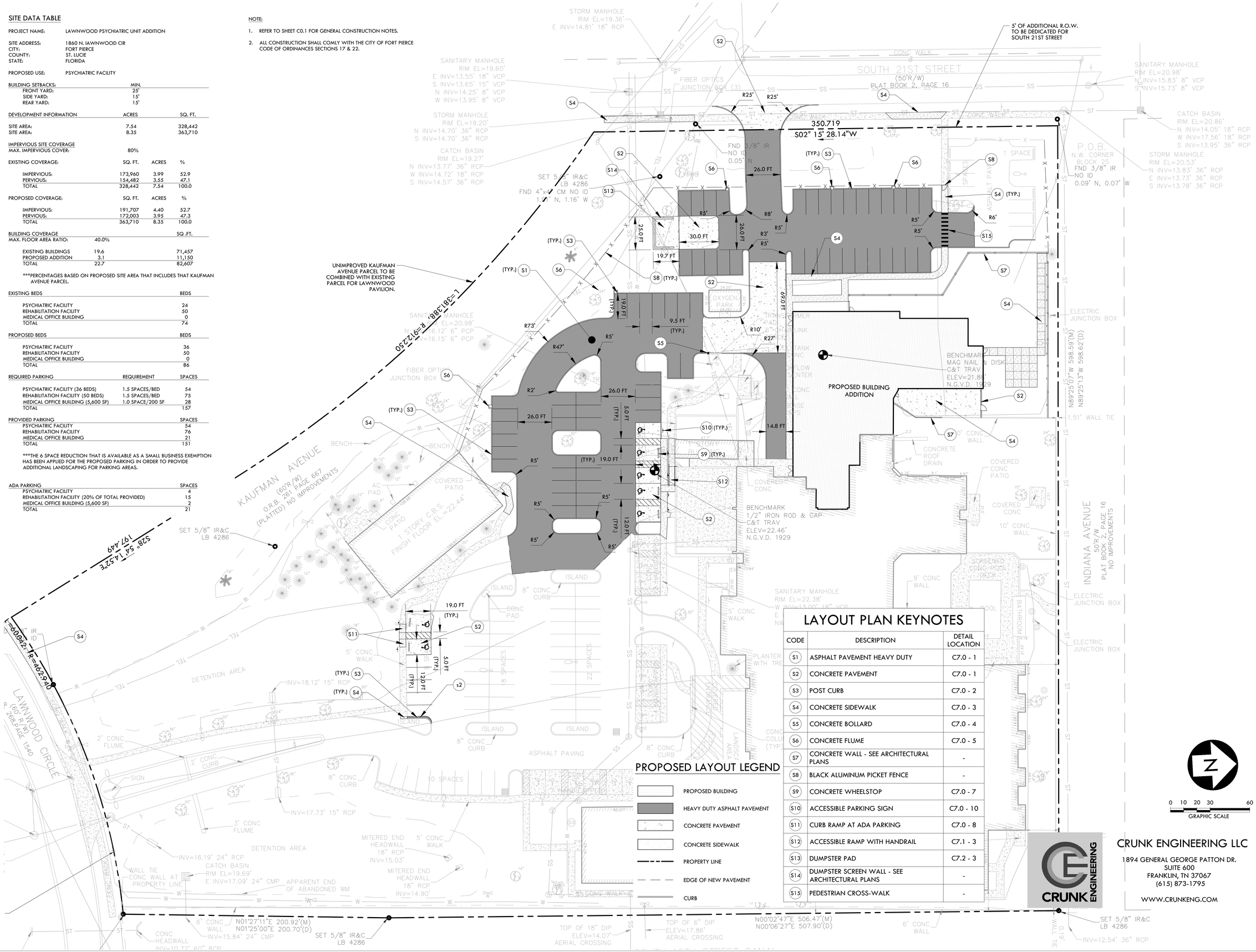
PSYCHIATRIC FACILITY	4
REHABILITATION FACILITY (20% OF TOTAL PROVIDED)	15
MEDICAL OFFICE BUILDING (5,600 SF)	2
TOTAL	21

NOTE:

1. REFER TO SHEET C0.1 FOR GENERAL CONSTRUCTION NOTES.
2. ALL CONSTRUCTION SHALL COMLY WITH THE CITY OF FORT PIERCE CODE OF ORDINANCES SECTIONS 17 & 22.



LAYOUT PLAN KEYNOTES

CODE	DESCRIPTION	DETAIL LOCATION
S1	ASPHALT PAVEMENT HEAVY DUTY	C7.0 - 1
S2	CONCRETE PAVEMENT	C7.0 - 1
S3	POST CURB	C7.0 - 2
S4	CONCRETE SIDEWALK	C7.0 - 3
S5	CONCRETE BOLLARD	C7.0 - 4
S6	CONCRETE FLUME	C7.0 - 5
S7	CONCRETE WALL - SEE ARCHITECTURAL PLANS	-
S8	BLACK ALUMINUM PICKET FENCE	-
S9	CONCRETE WHEELSTOP	C7.0 - 7
S10	ACCESSIBLE PARKING SIGN	C7.0 - 10
S11	CURB RAMP AT ADA PARKING	C7.0 - 8
S12	ACCESSIBLE RAMP WITH HANDRAIL	C7.1 - 3
S13	DUMPSTER PAD	C7.2 - 3
S14	DUMPSTER SCREEN WALL - SEE ARCHITECTURAL PLANS	-
S15	PEDESTRIAN CROSS-WALK	-

PROPOSED LAYOUT LEGEND

- PROPOSED BUILDING
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- PROPERTY LINE
- EDGE OF NEW PAVEMENT
- CURB

0 10 20 30 60
GRAPHIC SCALE

CRUNK ENGINEERING LLC
1894 GENERAL GEORGE PATTON DR.
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LAWNWOOD Regional Medical Center

ADAM CRUNK LICENSE No. 78071 STATE OF FLORIDA PROFESSIONAL ENGINEER 11/5/18

CONSTRUCTION DOCUMENTS

SITE LAYOUT PLAN
ADULT PSYCHIATRIC UNIT ADDTION
HCA - LAWNWOOD PAVILION
FORT PIERCE, FLORIDA

1 REVISION 1

5 JANUARY 2018
HCA1608

C4.0

AHCA Project #:23/1002416-126-A

GRADING & DRAINAGE PLAN KEYNOTES

CODE	DESCRIPTION	DETAIL LOCATION
G1	SINGLE CURB INLET	C7.0 - 9
G2	CLEANOUT	C7.0 - 11
G3	YARD DRAIN	C7.2 - 4
G4	12" NYLOPLAST	C7.1 - 4
G5	BATTERED HEADWALL	C7.0 - 6
G6	REDUCER - SEE PLAN FOR SIZE	-
G7	BIO-RETENTION SWALE	C7.1 - 2

NOTE:

1. REFER TO SHEET C0.1 FOR GRADING NOTES.
2. PVC TO BE SCHEDULE 40.

PROPOSED GRADING & DRAINAGE LEGEND

- 55 — PROPOSED CONTOUR
- 55.10 — PROPOSED SPOT ELEVATION
- A1 — STORM STRUCTURE LABEL
- ST — STORM PIPE
- SINGLE CURB INLET
- SINGLE CATCH BASIN
- JUNCTION BOX

BIO-RETENTION SWALES ARE INTERCONNECTED BY A 15" PIPE WITH 0.0% SLOPE. REFER TO PIPE TABLE.

CAP ROCKS. REFER TO LANDSCAPE PLAN FOR DETAILS.

DRAINAGE SWALE TO BE ROUTED TO EXISTING SWALE ALONG SOUTHER PROPERTY LINE.

CONTRACTOR TO ENSURE CONCRETE PAVEMENT SLOPES LESS THAN 2.0% IN ANY DIRECTION FOR ACCESSIBLE SPACES.

EXCAVATE EXISTING DETENTION POND. INCREASE VOLUME BY 4,125 FT³

REFER TO ARCHITECTURAL DRAWINGS FOR CONTINUATION OF STORM SEWER LINE.

CONTRACTOR TO ENSURE CONCRETE PAVEMENT SLOPES LESS THAN 2.0% IN ANY DIRECTION FOR ACCESSIBLE SPACES.

STORM SEWER PIPE TABLE

OUTLET	I.E.	INLET	I.E.	LENGTH (FT)	SLOPE (%)	SIZE (IN)	MATERIAL
A2	18.00	A1	18.00	14	0.00	15	RCP
A3	18.00	A2	18.00	25	0.00	15	RCP
A4	18.00	A3	18.00	19	0.00	15	RCP
B2	18.29	B1	18.00	29	1.00	12	PVC
B3	20.20	B2	18.29	124	1.54	12	PVC
C2	19.92	C1	18.00	192	1.00	8	PVC
C3	20.38	C2	19.92	46	1.00	8	PVC
C4	20.64	C3	20.38	26	1.00	8	PVC

STORM STRUCTURE TABLE

LABEL	INVERT	RIM	STRUCTURE
A1	18.00	N/A	BATTERED HEADWALL
A2	18.00	20.25	SINGLE CURB INLET
A3	18.00	20.45	SINGLE CURB INLET
A4	18.00	N/A	BATTERED HEADWALL
B1	18.00	N/A	BATTERED HEADWALL
B2	18.29	21.45	CLEANOUT
B3	20.20	23.50	CLEANOUT
C1	18.00	N/A	BATTERED HEADWALL
C2	19.92	21.50	12" NYLOPLAST
C3	20.38	23.20	YARD DRAIN
C4	20.64	23.20	YARD DRAIN

0 10 20 30 60
GRAPHIC SCALE

STENGEL-HILL ARCHITECTURE
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LAWNWOOD Regional Medical Center

ADAM CRUNK LICENSE No. 78071 STATE OF FLORIDA PROFESSIONAL ENGINEER 11/5/18

CONSTRUCTION DOCUMENTS

GRADING & DRAINAGE PLAN
ADULT PSYCHIATRIC UNIT ADDTION
HCA - LAWNWOOD PAVILION
FORT PIERCE, FLORIDA

1 REVISION 1

5 JANUARY 2018
HCA1608

C5.0

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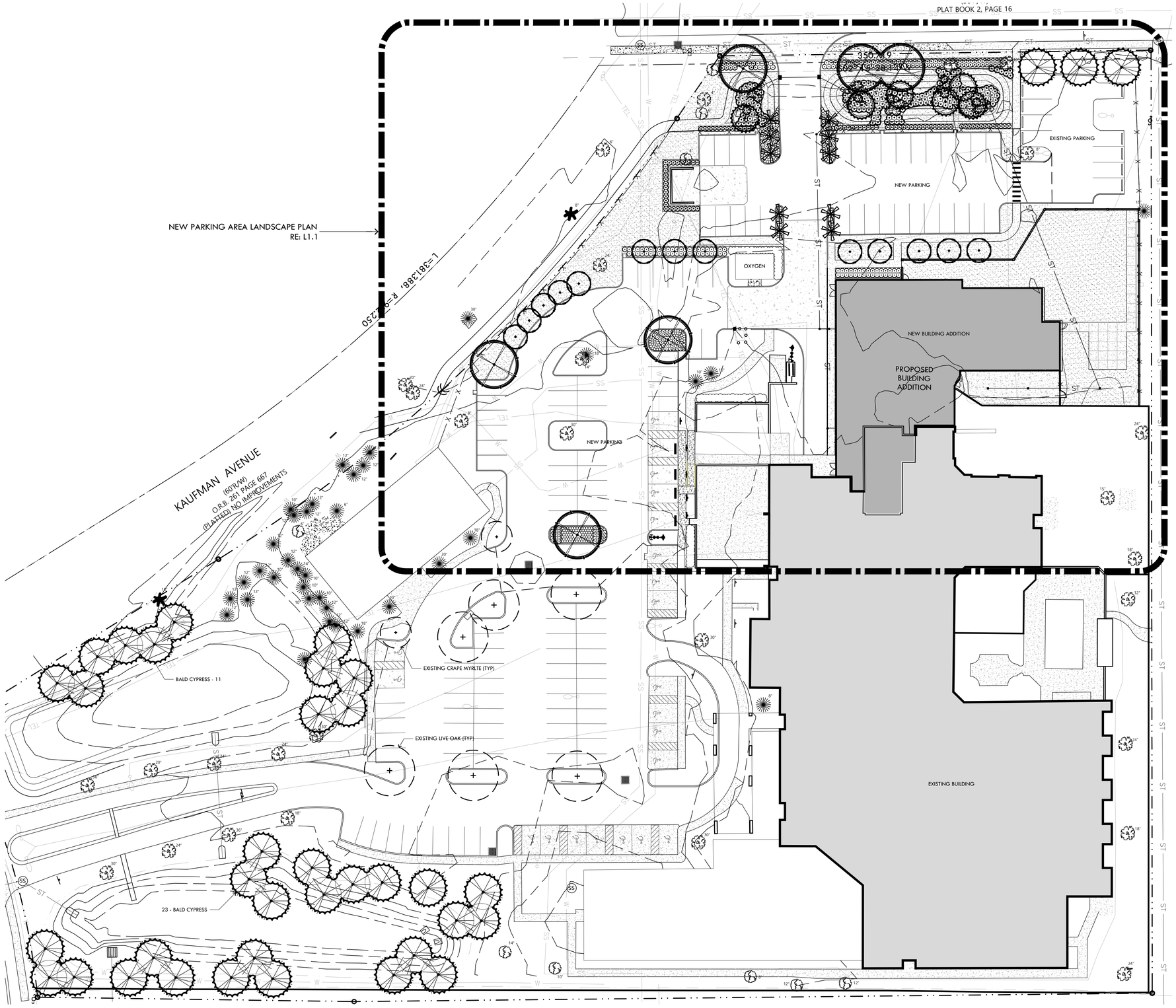
AHCA Project #:23/100246-126-4



1 OVERALL LANDSCAPE PLAN

1"=30'-0"

LANDSCAPE ORDINANCE REQUIREMENTS

NATIVE TREES REMOVED
3 - 14" cal.
4 - 18" cal.
2 - 20" cal.
2 - 24" cal.
1 - 36" cal.
1 - 48" cal.
TOTAL: 286" cal.

NATIVE TREES PRESERVED (includes 86" from Kaufman R/W tract)
2 - 4" cal.
2 - 8" cal.
1 - 10" cal.
2 - 12" cal.
1 - 14" cal.
1 - 18" cal.
1 - 20" cal.
1 - 24" cal.
1 - 30" cal.
TOTAL: 164" cal.

REPLACEMENT TREES PROVIDED
43 - 3" cal.
TOTAL: 129" cal.

TREES PRESERVED (164") + REPLACEMENT (129") = 293" cal.

LANDSCAPE REQUIREMENTS
LANDSCAPE STRIP - STREET - 142Lfx10'=1,420/300
TREES REQ. - 5
TREES PROVIDED - 5
TREES PRESERVED - 2

SHRUB REQ.: CONTINUOUS HEDGE/SCREEN (SEE PLAN)

INTERIOR VEHICULAR USE (39,424 SF)
1 SF PER 15 SF OF VEHICULAR USE + 1 TREE PER 100 SF OF REQ. LS AREA

LANDSCAPE AREA REQ. - 2,628
LANDSCAPE AREA PROVIDED - 4,600
TREES REQUIRED (2,628/100) = 26 (65" cal.)
TREES PROVIDED - 16 (4" cal. = 64" cal.) + 10 (12' CT Palms)

GENERAL PLANTING NOTES

1. LOCATE ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. ANY DAMAGE DONE TO EXISTING OR NEW UTILITIES SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO OWNER.

2. PLANTS SHALL BE WELL FORMED, NO. 1 GRADE OR BETTER NURSERY STOCK AND SHALL MEET THE APPLICABLE STANDARDS NOTED HEREIN AND SHALL BE SUBJECT TO REJECTION BY THE LANDSCAPE ARCHITECT.

3. STAKE OUT ALL TREE LOCATIONS FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. LOCATE ALL TREES AS SHOWN ON PLAN.

4. COORDINATE WORK WITH THE WORK OF OTHER TRADES ON THE SITE.

5. ENTIRE SITE SHALL BE GRADED TO FINISH GRADE PRIOR TO SCHEDULING PLANTING INSTALLATION.

6. PLANTS SHALL BE SPECIMEN QUALITY, FULL POT AND HEAD, SYMMETRICAL FOLIAGE AND BRANCHING STRUCTURE. SHRUBS SHALL BE FULL TO GROUND.

7. PLANT MATERIAL OF THE SAME SPECIES SHALL BE MATCHING IN CHARACTER AND SIZE, OBTAINED FROM THE SAME SOURCE.

8. ANY CHANGES IN PLANT MATERIAL SIZE, QUANTITY, SPECIES OR VARIETY MUST BE APPROVED BY THE OWNER AND/OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

9. INSTALLATION MUST BE COMPLIANT WITH LANDSCAPE ORDINANCE STANDARDS.

LANDSCAPE ORDINANCE STANDARDS

1. ALL PLANT MATERIALS SHALL BE TRUE TO NAME, VARIETY AND SIZE AND SHALL CONFORM TO STANDARDS FOR FLORIDA NO. 1 PER CURRENT EDITION OF 'GRADES AND STANDARDS FOR NURSERY PLANTS PART 1 AND PART 2, STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE.

2. ALL SINGLE TRUNK TREES SHALL HAVE A MINIMUM OF TWO (4") INCH CALIPER UPON PLANTING. SINGLE TRUNK TREES MUST MEASURE A MINIMUM OF EIGHT (12) FEET TALL UPON PLANTING. ALL TREE HEIGHTS SHALL BE MEASURED FROM THE TOP OF THE ROOT BALL TO THE TIP OF THE HIGHEST BRANCH .

3. TREE STANDARDS: TREES SELECTED FOR PLANTING SHALL MEET THE MINIMUM REQUIREMENTS PROVIDED IN THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1, LATEST EDITION AS PUBLISHED BY THE AMERICA NURSERY AND LANDSCAPE ASSOCIATION AND AS NOTED ABOVE.

4. SHRUB QUALITY STANDARDS: SHRUBS SELECTED FOR PLANTING SHALL MEET THE MINIMUM REQUIREMENTS PROVIDED IN THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1, LATEST EDITION AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION AND AS NOTED ABOVE. SHRUBS SIZE SHALL BE A MINIMUM THREE (3) GALLON WELL-ROOTED CONTAINER STOCK.

5. GROUNDCOVER AND VINES QUALITY STANDARDS: GROUNDCOVER (OTHER THAN TURF GRASS) SHALL BE A MINIMUM OF FOUR (4) INCH WELL-ROOTED CONTAINER STOCK SPACED NO MORE THAN EIGHT (8) INCHES ON CENTER. WELL-ROOTED TWO-AND-ONE-HALF (2½) INCH CONTAINER STOCK MAY BE SUBSTITUTED AND SPACED SIX (6) INCHES ON CENTER. VINES AND GROUNDCOVER PLANTS SHOULD SHOW A NUMBER OF VIGOROUS WOODY RUNNERS OR A WELL DEVELOPED CROWN.

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LAWNWOOD Regional Medical Center

REGISTERED LANDSCAPE ARCHITECT
WESLEY L. WILLIAMSON
STATE OF FLORIDA
1/4/18

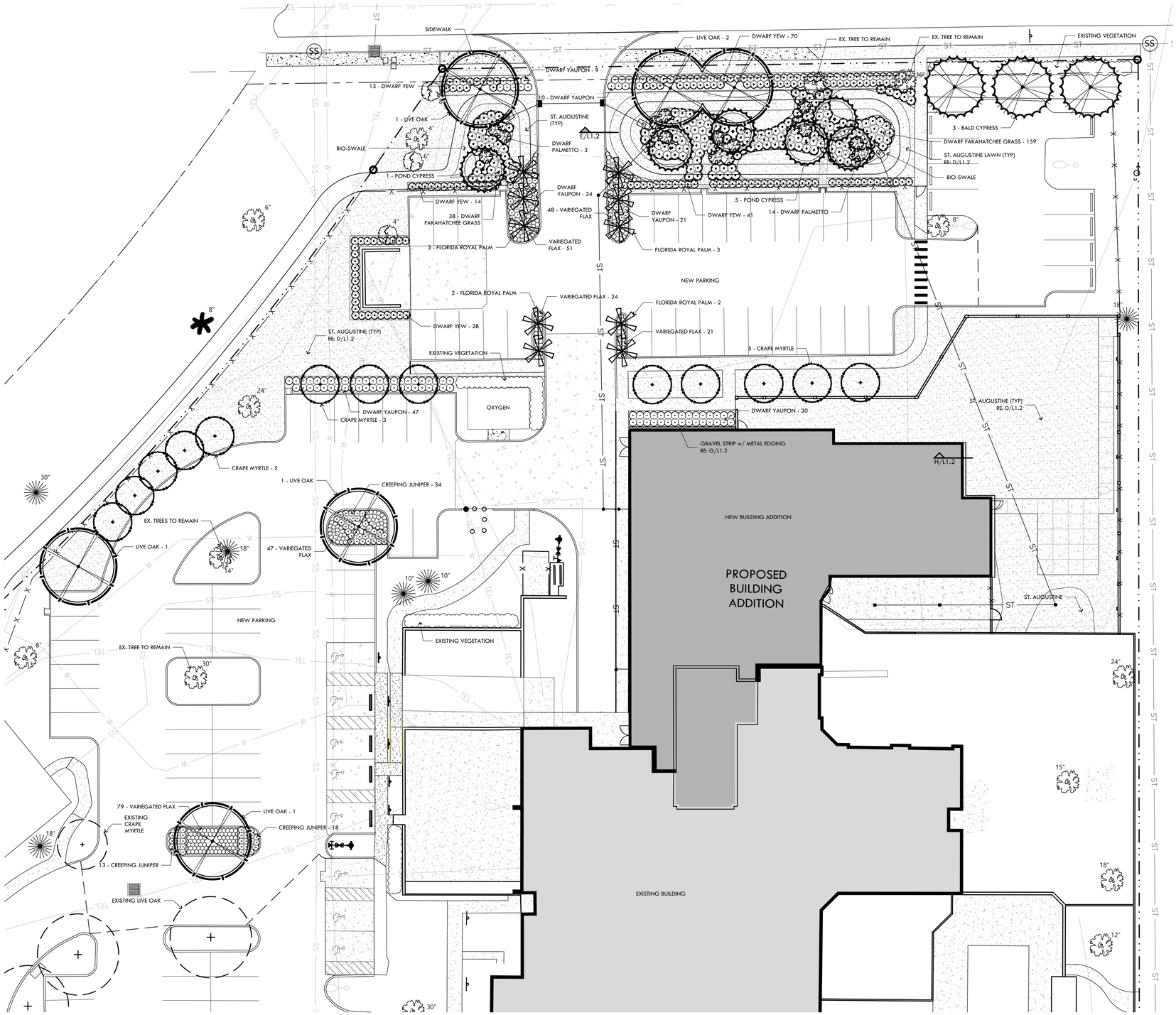
CONSTRUCTION DOCUMENTS

ADULT PSYCHIATRIC UNIT ADDTION
HCA - LAWNWOOD PAVILION
FORT PIERCE, FLORIDA

4 JANUARY 2018
HCA1608

LANDSCAPE PLAN
L1.0

AHCA Project #:23/100246-126-4



1 LANDSCAPE PLAN

1"=20'-0"

LANDSCAPE MATERIALS AND PLANTS LIST

QUANTITY	PLANT / MATERIAL NAME AND DESCRIPTION
4,600	Bed Preparation (square feet)
4,600	Hardwood Mulch, shredded (square feet) 3" thick layer in all planting areas; all tree rings to receive 3" thick layer of mulch, SF of tree rings not shown
41	Gravel (square feet) 1"-2" river rock; 3" depth layer over non-woven filter fabric
42	Metal Edging (linear feet) ⅛" x 4" aluminum edging color black; install between planting and gravel border
37	Bald Cypress (Taxodium distichum) 45 gallon container,16-18' height 5-6" spread, 3" caliper, heavily branched, full canopy
13	Crape Myrtle 'Tuskegee' (Lagerstroemia indica x fauriei) 100 gallon container, 12'-14' height, 6'-7' spread, single trunk 4" caliper, heavy canopy; min. 5' clear trunk
65	Creeping Juniper (Juniperus horizontalis 'Plumosa') 3 gallon container, 15"-18" spread, dense and compact growth habit
197	Dwarf Fakahatchee Grass (Tripsacum floridanum) 3 gallon container, 12"-18" height, dense growth
17	Dwarf Palmetto (Sabal minor) 3 gallon container, 18"-48" height and spread, minimum 3 fans
151	Dwarf Yaupon (Ilex vomitoria 'Nana') 3 gallon container, 12"-15" spread, dense and compact growth habit
166	Dwarf Yew 'Pringles' (Podocarpus macrophyllus 'Pringles Dwarf') 7 gallon container, 12"-18" spread, dense and compact growth habit
10	Florida Royal Palm (Roystonea regia) 12' CT, straight trunk, heavy dense foliage
6	Live Oak (Quercus virginiana) 100 gallon container, 14'-16' height, 6'-7' spread, 4" caliper, heavily branched, full canopy; min. 5' clear trunk
6	Pond Cypress (Taxodium ascendens) 45 gallon container,10-12' height 4-5' spread, 3" caliper, heavily branched, full canopy
270	Variegated Flax Lily (Dianella tasmanica 'Variegata') 1 gallon container, minimum of 3 fans, heavy foliage
** 2,100	St. Augustine Sod (square yards) certified weed and pest free, quantity shown on plan; ** contractor to repair any other areas disturbed by construtions, verify measurements in field

STENGEL-HILL
ARCHITECTURE

613 WEST MAIN STREET

LOUISVILLE, KENTUCKY 40202

502.893.1875

502.893.1876 fax

LAWNWOOD Regional Medical Center

REGISTERED LANDSCAPE ARCHITECT WESLEY L. WILKERSON 0001777 STATE OF FLORIDA 1/4/18

CONSTRUCTION DOCUMENTS

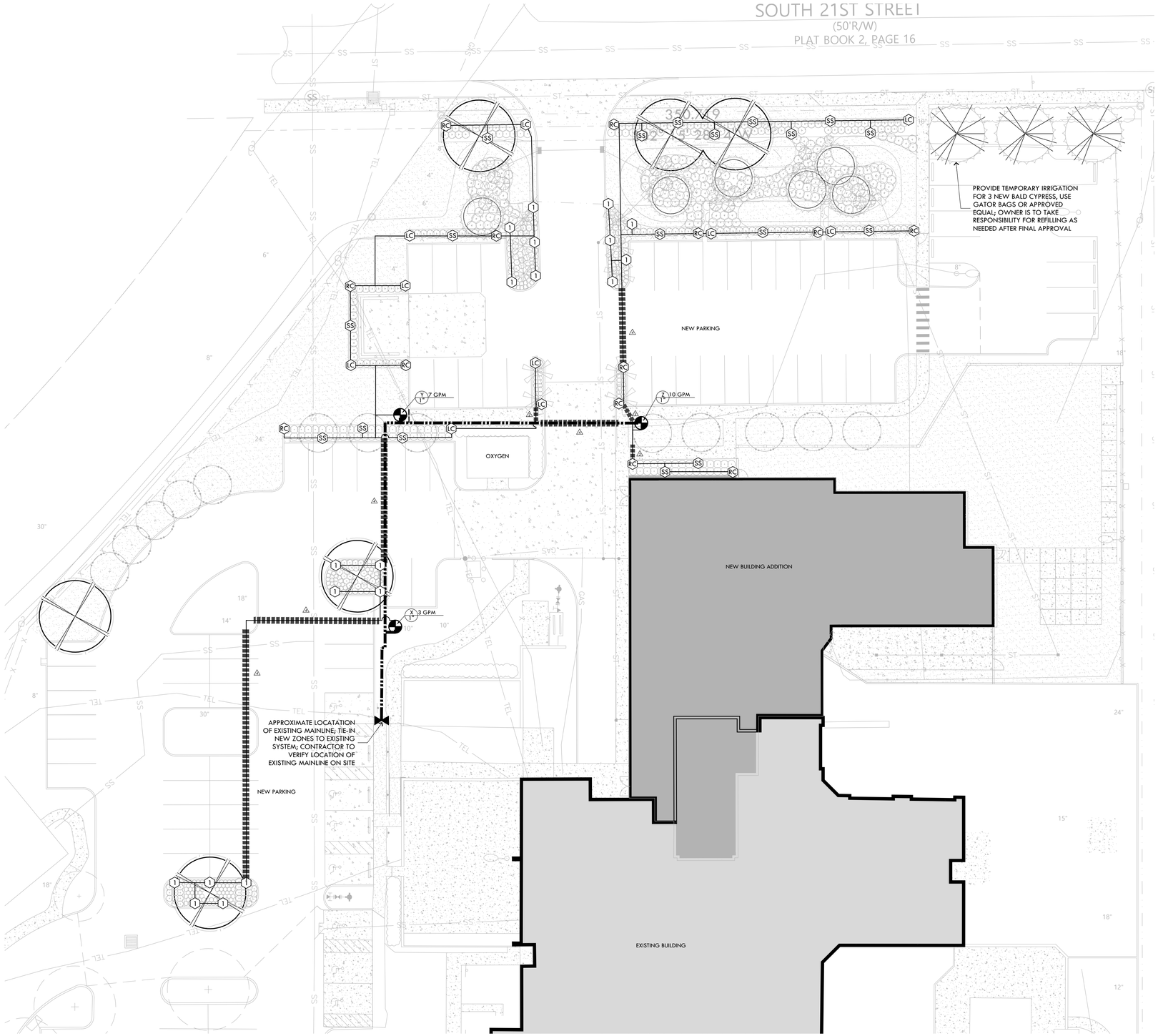
ADULT PSYCHIATRIC UNIT ADDITION
HCA - LAWNWOOD PAVILION
FORT PIERCE, FLORIDA

4 JANUARY 2018
HCA1608

LANDSCAPE PLAN

L1.1

AHCA Project #:23/100246-126-4



1 IRRIGATION PLAN

1"=20'-0"

IRRIGATION NOTES:

1. THE IRRIGATION SYMBOLS ON THIS PLAN ARE NOT TO SCALE. THEY ARE STRICTLY A GRAPHIC REPRESENTATION AND ARE USED TO APPROXIMATELY LOCATE THE PLACEMENT OF THE IRRIGATION COMPONENTS.
2. LOCATE ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. ANY DAMAGE DONE TO EXISTING OR NEW UTILITIES SHALL BE REPAIRED OR REPLACED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ON SITE STRUCTURES OR PAVING RESULTING FROM IRRIGATION CONSTRUCTION AND IS TO REPAIR ANY DAMAGE WHICH OCCURS DURING INSTALLATION AT NO ADDITIONAL COST TO OWNER.
4. CONTRACTOR SHALL FOLLOW LOCAL IRRIGATION REQUIREMENTS REGARDING PIPE DEPTH, TAPS AND BACKFLOW PREVENTION DEVICES, ETC.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMING TO ALL CODES AND ORDINANCES RELEVANT TO THE WORK UNDER THIS CONTRACT.
6. ALL WORK, ADJUSTMENTS AND INSPECTIONS SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND LABOR TO FULLY EXECUTE AND GUARANTEE, AS REQUIRED, THE TOTAL WORK AS PER INSTRUCTIONS OF THE OWNER.
8. IRRIGATION LINE AND HEAD LAYOUT ON THIS PLAN ARE SCHEMATIC. THE CONTRACTOR SHALL LOCATE ALL LINES AND HEADS IN SUCH A WAY AS TO CAUSE THE LEAST CONFLICT WITH THE LOCATION OF UTILITIES AND PROPOSED PLANTS.
9. PVC SLEEVES SHALL BE INSTALLED AT A DEPTH OF AT LEAST 15" BELOW PAVEMENT SURFACE AND NO DEEPER THAN 21". END OF SLEEVE SHALL EXTEND 6" BEYOND CURB OR PAVEMENT EDGE.
10. CONTRACTOR TO VERIFY THE CONDITION OF THE EXISTING CONTROLLER AND MAKE SURE IT IS CAPABLE OF RECEIVING TWO ADDITIONAL ZONES; IF NOT, NOTIFY OWNER.

IRRIGATION LEGEND:

5 / 2" 30 GPM — VALVE SEQUENCE; GALLONS PER MINUTE; VALVE SIZE

PVC IRRIGATION SLEEVE

MAINLINE 1" SCH. 40 PVC

LATERAL LINE ¾" - 1" CLASS 200

BF — BACKFLOW PREVENTOR (LINE SIZED)
RPZ OR PVB ASSEMBLY W/ INSULATED ENCLOSURE
FEBCO OR APPROVED EQUAL

M — WATER METER - IRRIGATION ONLY
SIZE PER MAXIMUM ZONE GPM

C — AUTOMATIC CONTROLLER
HUNTER PRO-C 12 ZONE CONTROLLER
OR APPROVED EQUAL

ZONE VALVE
HUNTER PGV OR APPROVED EQUAL

MAINLINE TIE-IN LOCATION

ROTATORS (TURF)

HUNTER MP ROTATOR SERIES WITH PRS-40 SPRAY BODY OR APPROVED EQUAL

1 HUNTER MP1000 ROTATOR NOZZLE
2 HUNTER MP2000 ROTATOR NOZZLE
3 HUNTER MP3000 ROTATOR NOZZLE
SS HUNTER MPSS530 ROTATOR NOZZLE
RC HUNTER MPRCS515 ROTATOR NOZZLE
LC HUNTER MPLCS515 ROTATOR NOZZLE

PVC SLEEVE SIZES

4 — 4" SLEEVE SIZE

STENGEL-HILL
ARCHITECTURE
613 WEST MAIN STREET
LOUISVILLE, KENTUCKY 40202
502.893.1875
502.893.1876 fax

LAWNWOOD Regional Medical Center

REGISTERED LANDSCAPE ARCHITECT WESLEY L. WILLIAMSON STATE OF FLORIDA 1/4/18

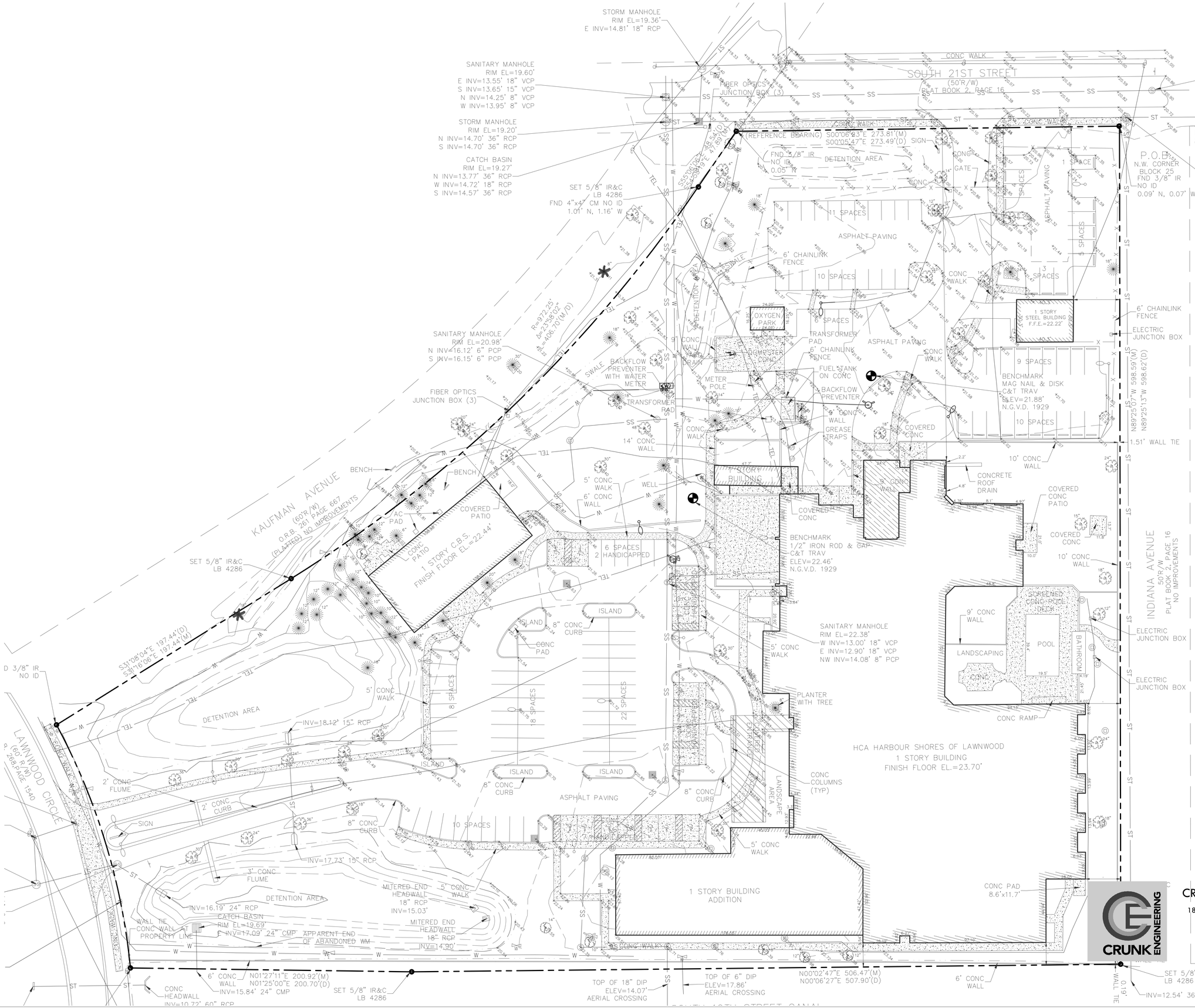
CONSTRUCTION DOCUMENTS

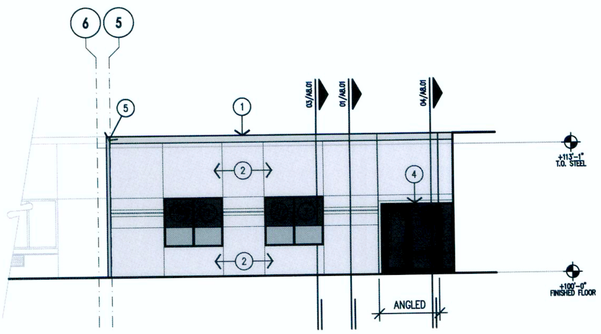
ADULT PSYCHIATRIC UNIT ADDITION
HCA - LAWNWOOD PAVILION
FORT PIERCE, FLORIDA

4 JANUARY 2018
HCA1608

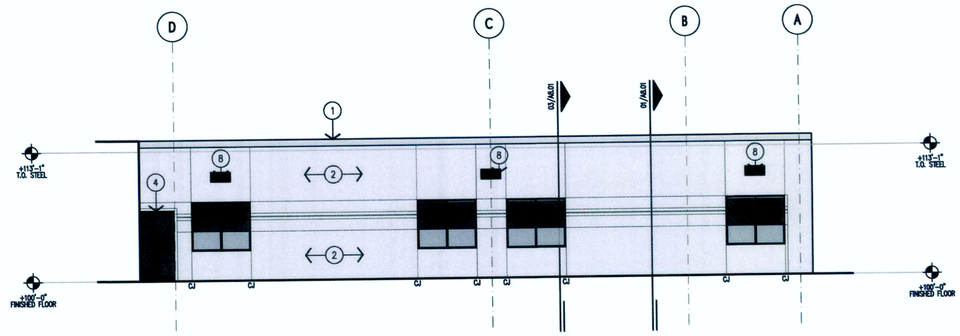
IRRIGATION PLAN
L2.0

AHCA Project #:23/100246-126-4

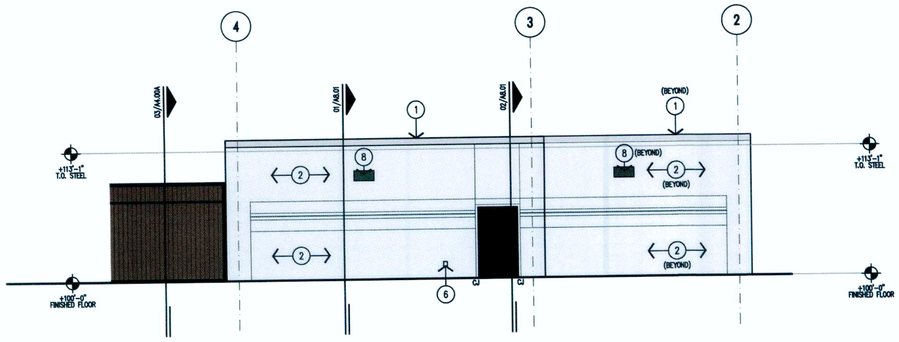

SOUTH 21ST STREET
(50'R/W)
PLAT BOOK 2, PAGE 16
KAUFMAN AVENUE
(60'R/W)
O.R.B. 261 PAGE 667
(PLATTED) NO IMPROVEMENTS
LAWNWOOD CIRCLE
(60'R/W)
PB 268 PAGE 1540
INDIANA AVENUE
50'R/W
PLAT BOOK 2, PAGE 16
NO IMPROVEMENTS
P.O.B.
N.W. CORNER
BLOCK 25
FND 3/8" IR
NO ID
0.09' N, 0.07' W
(REFERENCE BEARING) S00°06'23"E 273.81'(M)
S00°05'47"E 273.49'(D) SIGN
FND 5/8" IR
NO ID
0.05' W
SET 5/8" IR&C
LB 4286
FND 4"x4" CM NO ID
1.01' N, 1.16' W
SET 5/8" IR&C
LB 4286
D 3/8" IR
NO ID
S33°08'04"E 197.44'(D)
S33°16'06"E 197.44'(M)
S55°06'23"E 48.54'(M)
S55°05'47"E 48.54'(D)
R=972.25'
Δ=23°58'02"
L=406.70'(M/D)
DETENTION AREA
DETENTION AREA
DETENTION AREA
STORM MANHOLE
RIM EL=19.36'
E INV=14.81' 18" RCP
SANITARY MANHOLE
RIM EL=19.60'
E INV=13.55' 18" VCP
S INV=13.65' 15" VCP
N INV=14.25' 8" VCP
W INV=13.95' 8" VCP
STORM MANHOLE
RIM EL=19.20'
N INV=14.70' 36" RCP
S INV=14.70' 36" RCP
CATCH BASIN
RIM EL=19.27'
N INV=13.77' 36" RCP
W INV=14.72' 18" RCP
S INV=14.57' 36" RCP
SANITARY MANHOLE
RIM EL=20.98'
N INV=16.12' 6" PCP
S INV=16.15' 6" PCP
FIBER OPTICS
JUNCTION BOX (3)
FIBER OPTICS
JUNCTION BOX (3)
SANITARY MANHOLE
RIM EL=20.98'
N INV=15.83' 8" VCP
S INV=15.73' 8" VCP
CATCH BASIN
RIM EL=20.86'
N INV=14.05' 18" RCP
W INV=17.56' 18" RCP
S INV=13.95' 36" RCP
STORM MANHOLE
RIM EL=20.53'
N INV=13.83' 36" RCP
E INV=13.73' 36" RCP
S INV=13.78' 36" RCP
INV=18.12' 15" RCP
INV=17.73' 15" RCP
INV=16.19' 24" RCP
CATCH BASIN
RIM EL=19.69'
S INV=17.09' 24" CMP
APPARENT END
OF ABANDONED WM
INV=14.90'
INV=15.03'
INV=15.84' 24" CMP
CONC
HEADWALL
INV=10.72' 60" RCP
TOP OF 18" DIP
ELEV=14.07'
AERIAL CROSSING
TOP OF 6" DIP
ELEV=17.86'
AERIAL CROSSING
SANITARY MANHOLE
RIM EL=22.38'
W INV=13.00' 18" VCP
E INV=12.90' 18" VCP
NW INV=14.08' 8" PCP
BENCHMARK
1/2" IRON ROD & CAP
C&T TRAV
ELEV=22.46'
N.G.V.D. 1929
BENCHMARK
MAG NAIL & DISK
C&T TRAV
ELEV=21.88'
N.G.V.D. 1929
N89°25'07"W 598.59'(M)
N89°25'13"W 598.62'(D)
1.51' WALL TIE
0.19' WALL TIE
N01°27'11"E 200.92'(M)
N01°25'00"E 200.70'(D)
N00°02'47"E 506.47'(M)
N00°06'27"E 507.90'(D)
SET 5/8" IR&C
LB 4286
SET 5/8" IR&C
LB 4286
INV=12.54' 36" RCP
1 STORY C.B.S.
FINISH FLOOR EL.=22.44'
1 STORY BUILDING
FINISH FLOOR EL.=22.70'
HCA HARBOUR SHORES OF LAWNWOOD
1 STORY BUILDING
FINISH FLOOR EL.=23.70'
1 STORY BUILDING
ADDITION
1 STORY
STEEL BUILDING
F.F.E.=22.22'
1 STORY C.B.S.
FINISH FLOOR EL.=22.44'
OXYGEN
PARK
DUMPSTER
CONC
TRANSFORMER
PAD
6' CHAINLINK
FENCE
FUEL TANK
ON CONC
BACKFLOW
PREVENTER
BACKFLOW
PREVENTER
WITH WATER
METER
METER
POLE
TRANSFORMER PAD
GREASE
TRAPS
COVERED
CONC
COVERED
CONC
COVERED
CONC
PATIO
COVERED
CONC
PATIO
AC
PAD
CONCRETE
ROOF
DRAIN
SCREENED
CONC POOL
DECK
POOL
BATHROOM
LANDSCAPING
CONC
CONC RAMP
PLANTER
WITH TREE
CONC
COLUMNS
(TYP)
CONC PAD
8.6'x11.7'
ASPHALT PAVING
ASPHALT PAVING
ASPHALT PAVING
ASPHALT PAVING
11 SPACES
10 SPACES
6 SPACES
9 SPACES
10 SPACES
3 SPACES
1 SPACE
6 SPACES
2 HANDICAPPED
8 SPACES
18 SPACES
22 SPACES
10 SPACES
5 SPACES
9 SPACES
10 SPACES
GATE
CONC WALK
CONC WALK
CONC WALK



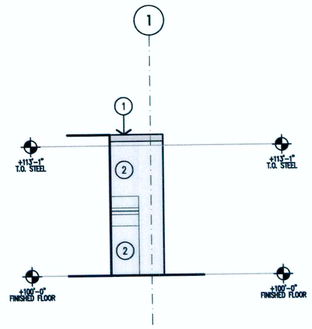
06 NORTH ELEVATION
A7.01 1/8" = 1'-0"



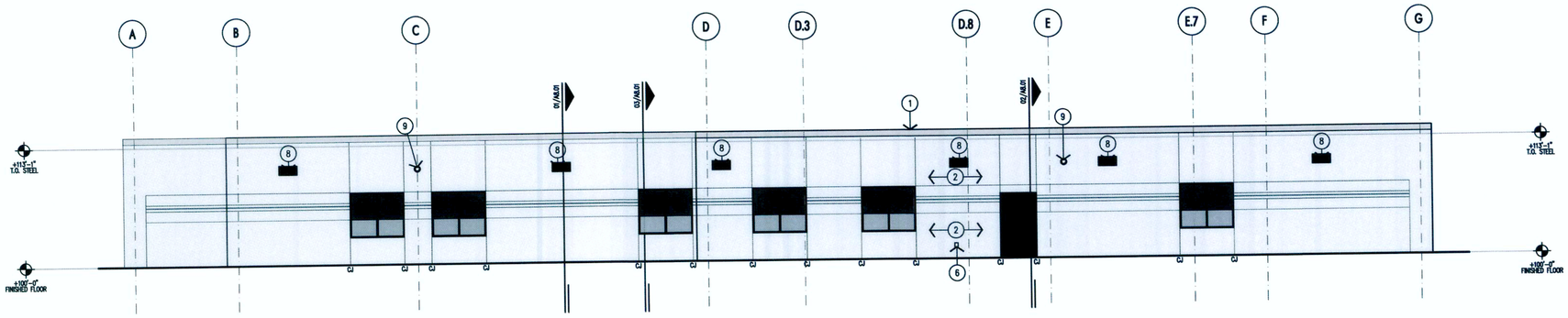
05 EAST ELEVATION
A7.01 1/8" = 1'-0"



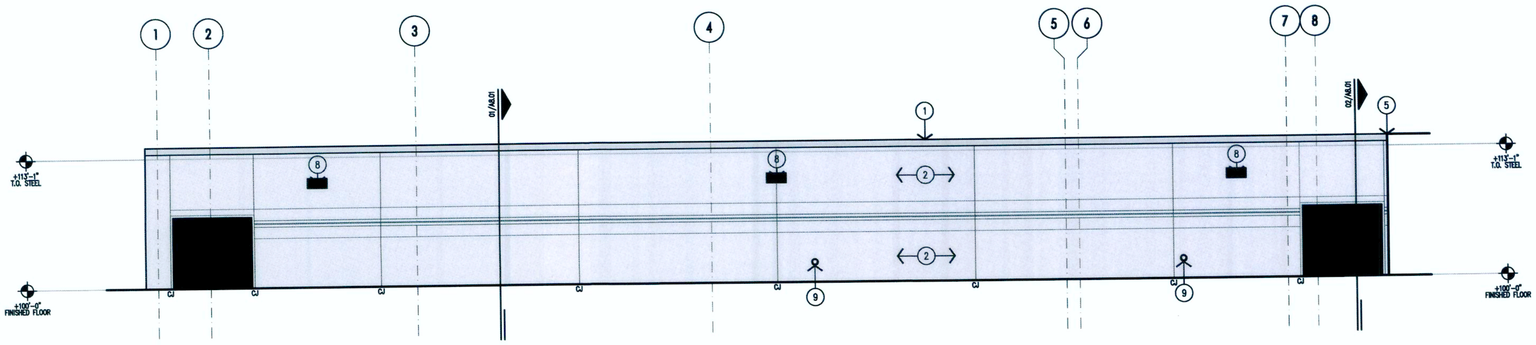
04 NORTH ELEVATION
A7.01 1/8" = 1'-0"



03 NORTH ELEVATION
A7.01 1/8" = 1'-0"



02 WEST ELEVATION
A7.01 1/8" = 1'-0"



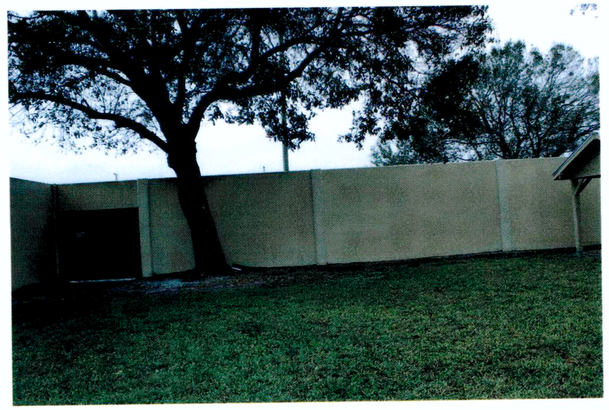
01 SOUTH ELEVATION
A7.01 1/8" = 1'-0"

GENERAL NOTES

1. REFERENCE CIVIL, STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR DELINEATION OF ALL ASSEMBLIES WITHIN THEIR RESPECTIVE PORTIONS OF WORK.
2. CONTRACTOR SHALL VERIFY FINAL CONFIGURATION OF ALL EQUIPMENT, INCLUDING CONTRACTOR FURNISHED CIVIL, STRUCTURAL, ARCHITECTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL ITEMS ASSOCIATED WITH EQUIPMENT, WITH OWNER AND ARCHITECT PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. ALL DIMENSIONS ARE FROM FINISH FACE OF WALL TO FINISH FACE OF WALL UNLESS OTHERWISE NOTED.
4. NO ELEMENT OF CONSTRUCTION SHALL BE ADDED TO THE EXTERIOR OF THE BUILDING WITHOUT APPROVAL OF THE ARCHITECT. ALL EXTERIOR ELEMENTS NOT SHOWN ON THE ELEVATIONS SHALL BE COORDINATED WITH THE ARCHITECT, AND FINAL LOCATIONS APPROVED BY THE ARCHITECT.
5. COORDINATE PLACEMENT OF CONTROL JOINTS (CJ) WITH ARCHITECT PRIOR TO COMMENCEMENT OF CONSTRUCTION CONTROL JOINTS SHALL BE WHERE INDICATED AND/OR SPACING SHALL NOT EXCEED 30'-0". (072419)

ELEVATION NOTES

1. NEW ALUMINUM COPING SYSTEM TO MATCH EXISTING ADJACENT TO REMAIN (076200).
2. EXTERIOR INSULATION AND FINISH SYSTEM. PROVIDE CONTROL JOINTS (CJ) AS INDICATED ON EXTERIOR ELEVATIONS. PROFILE AND COLOR TO MATCH EXISTING ADJACENT EIFS MATERIAL (072419).
3. EXTERIOR DOOR IN HOLLOW METAL FRAME (REFER TO OPENING SCHEDULE) (081113).
4. ALUMINUM STOREFRONT DOOR/SYSTEM (REFER TO OPENING SCHEDULE) (084000).
5. EXPANSION JOINT COVER ASSEMBLY. PROVIDE WOOD BLOCKING AS REQUIRED FOR INSTALLATION (079513).
6. HOSE BIB. (REFER TO PLUMBING DRAWINGS).
7. FROSTED WINDOW FILM TO 5'-0" A.F.F. (088730).
8. EXTERIOR LIGHTING FIXTURE. (REFER TO ELECTRICAL DRAWINGS).
9. ROOF OVERFLOW DRAIN (REFER TO PLUMBING DRAWINGS).



EXISTING 10 FT. CONCRETE SCREEN WALL ON-SITE. PROPOSED WALLS TO MATCH EXISTING.

STENGEL-HILL
ARCHITECTURE
613 WEST MAIN STREET
LOUISVILLE, KENTUCKY 40202
502.893.1875
502.893.1876 fax

LAWNWOOD
Regional Medical Center

STATE OF FLORIDA
CHARLES A. HILL
REGISTERED ARCHITECT
AR 93106

CONSTRUCTION DOCUMENTS

EXTERIOR ELEVATIONS
PSYCHIATRIC UNIT ADDTION
1860 NORTH LAWNWOOD CIRCLE
FORT PIERCE, FLORIDA 34950

10 NOVEMBER 2017
HCA1608

A7.01

AHCA Project #-290/100244-1284-4

November 30, 2017

Ms. Rebecca Grohall
City of Fort Pierce
100 N. U.S. Highway 1
Fort Pierce, Florida 34950

RE: Lawnwood Pavilion Psychiatric Addition
Site Analysis and Design Intent
Project No. 17012

Dear Rebecca,

The following includes the site analysis study as well as a narrative describing the design intent for the project:

Site Analysis
The Lawnwood Pavilion is located two blocks north of the Lawnwood Reigional Medical Center at 1860 N Lawnwood Circle. The current facility contains 74 licensed beds with a mixture of behavior and physical rehab treatment facilities. There is also a medical office building on the property of approximately 5,500 sf. Access to the site is from both N. Lawnwood Circle and S. 21st street. Currently there is not a connection through the site between these two entry points, but one will be provided as part of this project. There are no required buffers for this site, although large screenwalls cover the majority of the eastern and northern property boundaries. The existing campus is heavily landscaped and offers limited visibility to the street. Additional landscape screening will be proposed as part of this project due to the removal of some of the large live oak trees in the existing ropes course area.

Project Design Intent
The intent of the project is to increase the capacity for psychiatric beds to meet the demand of the community. Currently the facility is at capacity for these treatment services and the Florida Agency for Healthcare Administration has allowed for the increase in psychiatric beds by the 12 that are proposed. The addition will be located on the western side of the building adjacent to the existing psychiatric beds. The design intent is to provide the addition in the same height and character as the existing building. The existing building is stucco in a honey colored tone with brown windows and doors similar to many of the adjacent properties. This same design will be carried over into this project. Landscape material is being proposed to match material that is currently provided on the campus.

Surrounding Built Environment and Adjacent Property Evaluation
The surrounding neighborhood is a mix of Medical Office Buildings housed in converted residential buildings to the south and on the other three sides of the property there are residential buildings which are mostly single story and single family but a few are two story and multifamily structures. We have included with our submittal a location plan identifying these areas. All buildings on our property or adjacent to our property are less than 50 years old and there are no historic structures. The character is a range stucco and siding walls as well as flat and sloped roofs. Lawnwood Pavilion is one of the highest character and best kept properties in this area. The east side of our property is adjacent to the canal/drainage ditch which has residential properties east of it. A City Park with ball fields borders on the north side of our property.

Sincerely,

Adam Crunk, PE
Crunk Engineering LLC
1894 Gen. George Patton Dr., Ste 600
Franklin, TN 37067
615-873-1795
adam@crunkeng.com

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
****Proposed**					N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 8,923
**Proposed Zoning/FLU	Total gallons per day 10,084
**Change in Demand	Total gallons per day 1161

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 7,138
**Proposed Zoning/FLU	Total gallons per day 8,067
**Change in Demand	Total gallons per day 929

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	1 existing dumpster
****Proposed Zoning/FLU**	1 proposed dumpster (to be relocated)
***Change in Demand**	n/a

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	170	6 AM / 19 PM
****Proposed Zoning/FLU**	212	10 AM / 26 PM
***Change in Demand**	Trips 42	Trips 4 AM / 7 PM
Impact to Capacity	Anticipated negligible impact on existing capacity, in line with previous study by Littlejohn in 2015	

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [ ] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [ ] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [ ] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

Lawnwood Psychiatric Treatment Center Addition

Trip Genearation Summary & Traffic Statement

Crunk Engineering LLC

11/30/2017

Project Scope - Addition of 12 beds, by adding 12,000 sf of building area

Existing Conditions - 74 beds, 71,380 sf of building area

Proposed Conditions - 86 beds, 83,380 sf of building area

Calculations Information

ITE Manual, 9th Edition using Nursing Home (620)

AADT = 3.49 * (No. of Beds) -89.09
AM Peak = 0.29 * (No. of Beds) - 15.57
PM Peak = 0.56 * (No. of Beds) - 22.53

Calculation Results

Existing Conditions	
AADT	170
AM Peak	6
PM Peak	19

Proposed Conditions	
AADT	212
AM Peak	10
PM Peak	26

Difference	
AADT	42
AM Peak	4
PM Peak	7

The proposed project is anticipated to have a negligible impact on the surrounding roadway network. This fact is also based on the conclusions drawn by the full traffic impact study prepared by Littlejohn in 2015.

Neighborhood Site Mapping

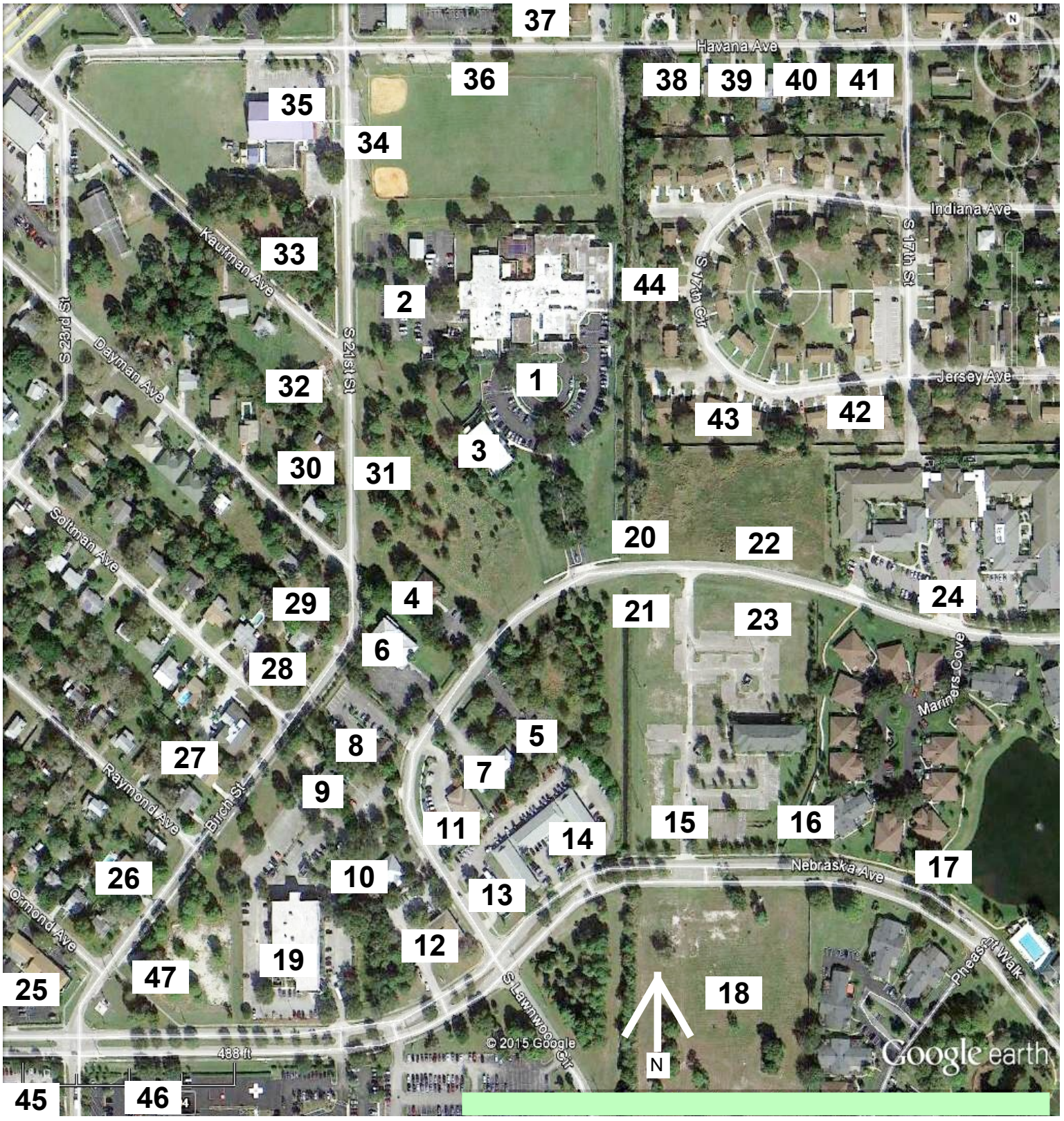
LAWNWOOD MEDICAL CENTER
PHYSCIAL REHABILITATION EXPANSION

1860 N. Lawnwood Circle, Fort Pierce, Fl. 34950

May 14, 2015

Moody Nolan Architects

LAWNWOOD MEDICAL CENTER
PHYSICAL REHABILITATION EXPANSION



1860 N. Lawnwood Circle, Fort Pierce, Fl. 34950

Neighborhood Site Map

Shot #1a

Description:
South or front Elevation of Lawnwood Physcial Rehabilitation
1860 N. Lawnwood Circle

Dialogue:
Proposed addition to the right side or east.

Shot # 1b

Description:
East Elevation

Dialogue:
Proposed addition to match existing.

Shot # 1c

Description:
Existing partial South Elevation further to the west

Dialogue:
Proposed addition mechanical screening to match height of existing gym. Screen material to allow air movement.

Shot # 2a

Description:
West side of existing Rehab

Dialogue:
Tends to be the service side

Shot # 2b

Description:
West side service area

Dialogue:
General area of new Electric Rooms, Emergency Generator enclosure and new Bulk Oxygen Tank and its enclosure.

Shot # 3

Description:
Pavillion Conference Center & Education Services

Dialogue:
Shares same parking lot.
No Work.

Shot # 4

Description
Physician Office

Dialogue

Shot # 5

Description
Physician Office

Dialogue

Shot # 6

Description
Physician Office

Dialogue

Shot # 7

Description
Physician Office

Dialogue

Shot # 8

Description
Physician Office

Dialogue

Shot # 9

Description
Physician Office

Dialogue

Shot # 10

Description
Physician Office

Dialogue

Shot # 11

Description
Physician Office

Dialogue

Shot # 12

Description
Physician Office

Dialogue

Shot # 13

Description
Physician Office

Dialogue

Shot # 14

Description
Physician Office

Dialogue

Shot # 15

Description
Abandon Housing

Dialogue

Shot # 16

Description
Private Residence

Dialogue

Shot # 17

Description
Private Residence

Dialogue

Shot # 18

Description
Open Field

Dialogue

Shot # 19

Description
Office Building

Dialogue

Shot # 20

Description
Open Field

Dialogue

Shot # 21

Description
Open Field

Dialogue

Shot # 22

Description
Open Field

Dialogue

Shot # 23

Description
Abandon Housing (backside)

Dialogue

Shot # 24

Description
Office Building

Dialogue

Shot # 25

Description
Office Building

Dialogue

Shot # 26

Description
Private Residence

Dialogue

Shot # 27

Description
Private Residence

Dialogue

Shot # 28

Description
Private Residence

Dialogue

Shot # 29

Description
Private Residence

Dialogue

Shot # 30

Description
Private Residence

Dialogue

Shot # 31

Description
Open Field (future hospital Parking Lot)

Dialogue

Shot # 32

Description
Park and Housing beyond

Dialogue

Shot # 33

Description
Park

Dialogue

Shot # 34

Description

Park with Lawnwood Rehab beyond

Dialogue

Shot # 35

Description

Recreational Center

Dialogue

Shot # 36

Description

Park with Lawnwood Rehab beyond

Dialogue

Shot # 37

Description
Apartment Complex

Dialogue

Shot # 38

Description
Private Residence

Dialogue

Shot # 39

Description
Private Residence

Dialogue

Shot # 40

Description
Private Residence

Dialogue

Shot # 41

Description
Private Residence

Dialogue

Shot # 42

Description
Duplex Private Residences

Dialogue

Shot # 43

Description

Duplex Private Residences

Dialogue

Shot # 44

Description

Duplex Private Residences

Dialogue

Shot # 45

Description

Lawnwood Medical Center ED (North)

Dialogue

Shot # 45b

Description
Lawnwood Medical Center Front Elevation (West)

Dialogue

Shot # 46

Description
Doctor's Office Building Adjacent to LMC (North)

Dialogue

Shot # 47

Description
Open Field

Dialogue

City Commission Regular Meeting **12.d.**

Meeting Date: 02/05/2018

Re: 18-001 - Time of Meetings

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 18-001 Eliminating the Time of City Commission Meetings from the Code of Ordinances. SECOND READING

SUMMARY:

At the December 4, 2017, the City Commission discussed the possibility of changing the meeting time of one or more City Commission Meetings. It was determined that the actual time of the meetings had been included in the Code; however that detail is not required to be part of the code of ordinances. This ordinance simply removes the specified time from the Code, but does not change the actual meeting dates or times.

RECOMMENDATION:

Adopt the ordinance as discussed.

ALTERNATIVES:

Do not adopt or adopt with modifications.

RESPONSIBLE STAFF:

City Attorney's Office

COORDINATED WITH:

City Clerk

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

18-001 Revised

Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2018 08:37 AM

Form Started By: Linda Cox Started On: 01/02/2018 02:56 PM

Final Approval Date: 01/17/2018

ORDINANCE NO. 18-001

AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES **CHAPTER 2, ARTICLE II, DIVISION 2, SECTIONS 2-27, ELIMINATING THE TIME OF CITY COMMISSION MEETINGS**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, article III, section 24 of the Charter of the City of Fort Pierce, Florida provides that "the city commission shall meet at such time and place as may be prescribed by ordinance or resolution"; and

WHEREAS, the Code of Ordinances of the City of Fort Pierce, Florida, currently prescribes the time and place of City Commission meetings; and

WHEREAS, the City of Fort Pierce, Florida, desires to prescribe the time of the City Commission meetings by resolution as authorized by the Charter.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. That chapter 2 – Administration, article II – City Commission, division 2 – Meetings, section 2-27 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 2-27. - Regular meetings; ~~time~~date and place.

The city commission shall meet regularly not less than twice each month ~~on the first and third Monday of each month at the hour of 6:30 p.m., eastern standard time or eastern daylight saving time, whichever is in effect~~. All meetings of the commission, whether regular or special, shall be held in the City Hall Commission Chambers, 100 North U.S. #1, unless a majority of the commission directs that a meeting be held at some other specified date, place, and time.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances, rules or regulations or parts of ordinances, rules or regulations in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

James M. Messer, Esq., City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.18-001 was duly advertised by title only in the St. Lucie News Tribune on January 5, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on January 16, 2018; and was duly introduced, read by title only, and passed on second and final reading February 5, 2018 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 8th day of February, 2018.

_____
Linda Hudson,
Mayor Commissioner

ATTEST:

_____
Linda W. Cox,
City Clerk

(City Seal)

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	1876968	CITY OF FORT PIERCE NOTICE OF PROPOS	

Pub Dates
January 5, 2018

Sworn to and subscribed before me this day of, January 05, 2018, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

Legal Notices

and ESTATE OF ARTHUR P. BARON,
Respondents.

MODIFIED ORDER TO SHOW CAUSE

UPON READING AND FILING, the annexed verified Petition, dated October 10, 2017, and the exhibits annexed thereto, pursuant to New York Real Property Actions and Proceedings Law ("RPAPL") § 1931 to discharge of record an ancient mortgage presumed paid,

LET respondents appear and show cause at IAS Part 38 of this Court, to be held at the Supreme Court, located at 1 Court Street, Riverhead, New York, on the 1st day of February 2018, at 9:30 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, why an order should not be made and entered, pursuant to RPAPL § 1931, discharging and canceling of record the mortgage made by Robert Ullman and Milton Freeman, now deceased, to Ruth H. Baron and Arthur P. Baron, husband and wife now deceased, dated December 29, 1976 and recorded in the Office of the Suffolk County Clerk on January 11, 1977 in Liber 7788, Page 282 in the amount of $60,000 on premises known as 978 Montauk Highway, Water Mill, New York, and directing the Suffolk County Clerk to mark the same satisfied, canceled and discharged of record,

ORDERED, that a copy of this Order be published in the Westchester County News and the Treasure Coast News a/k/a TCPalm, in Indian River County, Florida, newspapers for a period of 30 days, beginning on or before December 26, 2017, and same shall be deemed good and sufficient service.

E N T E R,
J.S.C.
Hon. William G. Ford, J.S.C.
Pub: December 26, 2017 to January 24, 2018
TCN 1847241

Notice Of Foreclosure

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR INDIAN RIVER COUNTY, FLORIDA

Case No.: 2017CA000133
Judge: Paul B. Kanarek

LUCIA CAPPONI,
Plaintiff,
v.
JONATHAN E. HARRIS; STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS; BOARD OF COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA; INDIAN RIVER COUNTY CODE ENFORCEMENT BOARD; and OTHER UNKNOWN OCCUPANTS,
Defendants.

NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that, in accordance with the Final Judgment of Foreclosure in the above captioned proceeding, dated December 11, 2017, entered in case no. 2017CA000133 of the Circuit Court for Indian River County, the undersigned Clerk will offer for sale at public auction to the highest and best bidder for cash, on the Internet at www.indian-river.realforclose.com, on January 16, 2017 at 10:00 a.m., the following described property as set forth in said Final Judgment of Foreclosure:

Lot 3, Block 6, Unit No. 1 Whispering Palms, according to the plat thereof recorded at Plat Book 4, Page 58, in the Public Records of Indian River County, Florida.

Parcel ID #:
33392400001006000003.0

Address: 231 6th Drive South West, Vero Beach, FL 32962

ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM WITHIN SIXTY (60) DAYS AFTER THE SALE.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Kara Lawson ADA Director, 250 NW Country Club Drive, Suite 217, Port St. Lucie, Florida 34986, (772) 807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

NAPIER & ROLLIN, PLLC
Attorneys for Plaintiff

By:/s/ Michelle D. Napier
Michelle D. Napier, Esq.
Florida Bar No. 0015549
1627 U.S. Highway 1, Suite 222
Sebastian, Florida 32958
(772) 388-4447
Michelle@NapierRollinLaw.com
Pub: December 29, 2017 and January 5, 2018
TCN 1866987

Notice Of Foreclosure

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA

CASE NO.: 562015CA002230
JUDGE: BELANGER

SAWGRASS LAKES PHASE 2 ASSOCIATION, INC., a Florida not for profit corporation
Plaintiff,
v.
LARRY C. GORDON and MLS REALTY, INC.
Defendants.

NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that the Clerk of the Circuit Court of St. Lucie County, will on the 20th day of February 2018, at 8:00 a.m., at https://stlucie.clerkauction.com/, offer for sale and sell at public outcry to the highest and best bidder for cash, the following described property situated in St. Lucie County, Florida, to wit:

Lot 8, of SAWGRASS LAKES PHASE 2, according to the plat thereof, as recorded in Plat Book 38, Page 32 and 32A through 32D of the public records of St. Lucie County, Florida and all amendments thereto.

Property Address: 184 SW Fernleaf Trail, Port St. Lucie, FL 34953

pursuant to a Final Judgment of Foreclosure entered on December 18, 2017 by Judge Robert Belanger in the St. Lucie County Court, Docket Number 562015CA002230.

Note: Any person claiming an interest in the surplus from this sale, if any, other than the property owner as of the date of the lis pendens must file an action within 60 days after the date of the sale.

DATED: December 18, 2017.

ROSS EARLE BONAN & ENSOR, P.A.
Post Office Box 2401
Stuart, Florida 34995
Telephone: (772) 287-1745
Facsimile: (772) 287-8045
Email: jpc@reblawpa.com

By: /s/
John P. Carrigan, Esquire
Florida Bar No.: 68439
Pub: December 29, 2017 and January 5, 2018
TCN 1862206

Ordinances/Petitions

CITY OF FORT PIERCE NOTICE OF PROPOSED ORDINANCE

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will on Tuesday, January 16, 2018 and Monday, February 5, 2018, at their meetings which begin at 6:30 p.m., hold a Public Hearing on the enactment of the proposed ordinances on first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. Highway #1, Fort Pierce, Florida; said ordinance entitled:

ORDINANCE NO. 18-001 - AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE II, DIVISION 2, SECTIONS 2-27, ELIMINATING THE TIME OF CITY COMMISSION MEETINGS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 18-002 - AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XII, SECTIONS 2-221, ELIMINATING THE ALTERNATE MEMBER OF THE PLANNING BOARD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the Public Hearings and be heard with respect to the proposed ordinances. Said proposed ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox, City Clerk
Publish: 01-05-2018
TCN 1876968

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NON SEQUITUR

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Public Notices

It is the intent of the **St Lucie County Tax Collector** to designate the following positions for inclusion in the Senior Management Service Class within the Florida Retirement System: Director of Operations, IT Director, Finance Manager and Branch Manager.
Pub: January 5 and 12, 2018
TCN 1874938

Pets
Finding your next best friend is easier with Localfieds.
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Notice Under Fictitious Name Law Pursuant to Section 865.09, Florida Statutes

NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of Guytech Wholesale located at 3830 NE Indian River Drive #15, in the County of Martin, City of Jensen Beach, Florida 34957, intends to register the said name with the Division of Corporations of the Florida Department of State, Tallahassee, Florida.
Dated at Stuart, Florida, this 29th day of December, 2017.
John A. Guy
Pub: January 5, 2018
TCN 1873964

Public Notices

Notice Under Fictitious Name Law Pursuant to Section 865.09, Florida Statutes

NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of ALL FINAL ELECTRIC located at 2344 SE Holland Street, in the County of St. Lucie, City of Port St. Lucie, Florida 34952, intends to register the said name with the Division of Corporations of the Florida Department of State, Tallahassee, Florida.
Dated at Stuart, Florida, this 29th day of December, 2017.
PEARCE LIGHTING AND ELECTRICAL, INC.
Pub: January 5, 2018
TCN 1879119

Wheels/Recreation
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NOTICE OF FORFEITURE COMPLAINT

On December 12, 2017, in St. Lucie County Florida, the Sheriff seized and holds 2010 LAND ROVER VIN SALFR2BN4AH173438. A complaint has been filed in the Circuit Court in St. Lucie County, Florida, Court Case No.: 562017CA002041AXXXHC.

Adam M. Fetterman
General Counsel
St.Lucie County Sheriff's Office
772-462-3225
Pub: January 5 and 12, 2018
TCN 1874003

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City Commission Regular Meeting **12.e.**

Meeting Date: 02/05/2018

Re: 18-002 Removing Alternate Member Position from Planning Board

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 18-002 Eliminating the Alternate Position on the Planning Board. SECOND READING

SUMMARY:

At the December 4, 2017 Commission Meeting, the Commission indicated their support for the elimination of the alternate position on the Planning Board. This Ordinance effectuates that change.

RECOMMENDATION:

Adopt Ordinance 18-002 as presented.

ALTERNATIVES:

Adopt with changes or do not adopt.

RESPONSIBLE STAFF:

City Attorney

COORDINATED WITH:

City Clerk

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

18-002

Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/10/2018 07:53 AM

Form Started By: Linda Cox Started On: 01/02/2018 03:01 PM

Final Approval Date: 01/17/2018

ORDINANCE NO. 18-002

AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES **CHAPTER 2, ARTICLE XII, SECTIONS 2-221, ELIMINATING THE ALTERNATE MEMBER OF THE PLANNING BOARD**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida established a planning board; and

WHEREAS, the City of Fort Pierce, Florida desires to eliminate the alternate member of the planning board so that the planning board will consist of seven (7) members.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. That chapter 2 – Administration, article XII, City Planning Board, section 2-221 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 2-221. - Appointment; qualifications of members; terms.

There shall be appointed by the city commission a city planning board (referred to in this article as the "board") consisting of seven (7) members~~, and one alternate member,~~ who have been residents of the city for the last two (2) years. Each member of the city commission shall appoint one member, to serve concurrently with the appointee's term. Additionally, two (2) at-large ~~and one alternate~~ members shall be appointed by majority vote of the city commission. Each at-large ~~and/or alternate~~ member shall serve for a term of two (2) years. Any member may be removed with or without cause by the city commission. The members of the city commission and the city manager shall be ex officio members of the city planning board.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances, rules or regulations or parts of ordinances, rules or regulations in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____

James M. Messer, Esq., City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.18-002 was duly advertised by title only in the St. Lucie News Tribune on January 5, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on January 16, 2018; and was duly introduced, read by title only, and passed on second and final reading February 5, 2018 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 5th day of February, 2018.

_____
Linda Hudson,
Mayor Commissioner

ATTEST:

_____
Linda W. Cox,
City Clerk

(City Seal)

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	1876968	CITY OF FORT PIERCE NOTICE OF PROPOS	

Pub Dates
January 5, 2018

Sworn to and subscribed before me this day of, January 05, 2018, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

Legal Notices

and ESTATE OF ARTHUR P. BARON,
Respondents.

MODIFIED ORDER TO SHOW CAUSE

UPON READING AND FILING, the annexed verified Petition, dated October 10, 2017, and the exhibits annexed thereto, pursuant to New York Real Property Actions and Proceedings Law ("RPAPL") § 1931 to discharge of record an ancient mortgage presumed paid,

LET respondents appear and show cause at IAS Part 38 of this Court, to be held at the Supreme Court, located at 1 Court Street, Riverhead, New York, on the 1st day of February 2018, at 9:30 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, why an order should not be made and entered, pursuant to RPAPL § 1931, discharging and canceling of record the mortgage made by Robert Ullman and Milton Freeman, now deceased, to Ruth H. Baron and Arthur P. Baron, husband and wife now deceased, dated December 29, 1976 and recorded in the Office of the Suffolk County Clerk on January 11, 1977 in Liber 7788, Page 282 in the amount of $60,000 on premises known as 978 Montauk Highway, Water Mill, New York, and directing the Suffolk County Clerk to mark the same satisfied, canceled and discharged of record,

ORDERED, that a copy of this Order be published in the Westchester County News and the Treasure Coast News a/k/a TCPalm, in Indian River County, Florida, newspapers for a period of 30 days, beginning on or before December 26, 2017, and same shall be deemed good and sufficient service.

E N T E R,
J.S.C.
Hon. William G. Ford, J.S.C.
Pub: December 26, 2017 to January 24, 2018
TCN 1847241

Notice Of Foreclosure

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR INDIAN RIVER COUNTY, FLORIDA

Case No.: 2017CA000133
Judge: Paul B. Kanarek

LUCIA CAPPONI,
Plaintiff,
v.
JONATHAN E. HARRIS; STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS; BOARD OF COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA; INDIAN RIVER COUNTY CODE ENFORCEMENT BOARD; and OTHER UNKNOWN OCCUPANTS,
Defendants.

NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that, in accordance with the Final Judgment of Foreclosure in the above captioned proceeding, dated December 11, 2017, entered in case no. 2017CA000133 of the Circuit Court for Indian River County, the undersigned Clerk will offer for sale at public auction to the highest and best bidder for cash, on the Internet at www.indian-river.realforclose.com, on January 16, 2017 at 10:00 a.m., the following described property as set forth in said Final Judgment of Foreclosure:

Lot 3, Block 6, Unit No. 1 Whispering Palms, according to the plat thereof recorded at Plat Book 4, Page 58, in the Public Records of Indian River County, Florida.

Parcel ID #:
33392400001006000003.0

Address: 231 6th Drive South West, Vero Beach, FL 32962

ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM WITHIN SIXTY (60) DAYS AFTER THE SALE.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Kara Lawson ADA Director, 250 NW Country Club Drive, Suite 217, Port St. Lucie, Florida 34986, (772) 807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

NAPIER & ROLLIN, PLLC
Attorneys for Plaintiff

By:/s/ Michelle D. Napier
Michelle D. Napier, Esq.
Florida Bar No. 0015549
1627 U.S. Highway 1, Suite 222
Sebastian, Florida 32958
(772) 388-4447
Michelle@NapierRollinLaw.com
Pub: December 29, 2017 and January 5, 2018
TCN 1866987

Notice Of Foreclosure

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA

CASE NO.: 562015CA002230
JUDGE: BELANGER

SAWGRASS LAKES PHASE 2 ASSOCIATION, INC., a Florida not for profit corporation
Plaintiff,
v.
LARRY C. GORDON and MLS REALTY, INC.
Defendants.

NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that the Clerk of the Circuit Court of St. Lucie County, will on the 20th day of February 2018, at 8:00 a.m., at https://stlucie.clerkauction.com/, offer for sale and sell at public outcry to the highest and best bidder for cash, the following described property situated in St. Lucie County, Florida, to wit:

Lot 8, of SAWGRASS LAKES PHASE 2, according to the plat thereof, as recorded in Plat Book 38, Page 32 and 32A through 32D of the public records of St. Lucie County, Florida and all amendments thereto.

Property Address: 184 SW Fernleaf Trail, Port St. Lucie, FL 34953

pursuant to a Final Judgment of Foreclosure entered on December 18, 2017 by Judge Robert Belanger in the St. Lucie County Court, Docket Number 562015CA002230.

Note: Any person claiming an interest in the surplus from this sale, if any, other than the property owner as of the date of the lis pendens must file an action within 60 days after the date of the sale.

DATED: December 18, 2017.

ROSS EARLE BONAN & ENSOR, P.A.
Post Office Box 2401
Stuart, Florida 34995
Telephone: (772) 287-1745
Facsimile: (772) 287-8045
Email: jpc@reblawpa.com

By: /s/
John P. Carrigan, Esquire
Florida Bar No.: 68439
Pub: December 29, 2017 and January 5, 2018
TCN 1862206

Ordinances/Petitions

CITY OF FORT PIERCE NOTICE OF PROPOSED ORDINANCE

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will on Tuesday, January 16, 2018 and Monday, February 5, 2018, at their meetings which begin at 6:30 p.m., hold a Public Hearing on the enactment of the proposed ordinances on first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. Highway #1, Fort Pierce, Florida; said ordinance entitled:

ORDINANCE NO. 18-001 - AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE II, DIVISION 2, SECTIONS 2-27, ELIMINATING THE TIME OF CITY COMMISSION MEETINGS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 18-002 - AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE XII, SECTIONS 2-221, ELIMINATING THE ALTERNATE MEMBER OF THE PLANNING BOARD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the Public Hearings and be heard with respect to the proposed ordinances. Said proposed ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox, City Clerk
Publish: 01-05-2018
TCN 1876968

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NON SEQUITUR

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Public Notices

It is the intent of the **St Lucie County Tax Collector** to designate the following positions for inclusion in the Senior Management Service Class within the Florida Retirement System: Director of Operations, IT Director, Finance Manager and Branch Manager.
Pub: January 5 and 12, 2018
TCN 1874938

Pets
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Notice Under Fictitious Name Law Pursuant to Section 865.09, Florida Statutes

NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of Guytech Wholesale located at 3830 NE Indian River Drive #15, in the County of Martin, City of Jensen Beach, Florida 34957, intends to register the said name with the Division of Corporations of the Florida Department of State, Tallahassee, Florida.
Dated at Stuart, Florida, this 29th day of December, 2017.
John A. Guy
Pub: January 5, 2018
TCN 1873964

Public Notices

Notice Under Fictitious Name Law Pursuant to Section 865.09, Florida Statutes

NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of ALL FINAL ELECTRIC located at 2344 SE Holland Street, in the County of St. Lucie, City of Port St. Lucie, Florida 34952, intends to register the said name with the Division of Corporations of the Florida Department of State, Tallahassee, Florida.
Dated at Stuart, Florida, this 29th day of December, 2017.
PEARCE LIGHTING AND ELECTRICAL, INC.
Pub: January 5, 2018
TCN 1879119

Wheels/Recreation
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TCPALM localfieds

NOTICE OF FORFEITURE COMPLAINT

On December 12, 2017, in St. Lucie County Florida, the Sheriff seized and holds 2010 LAND ROVER VIN SALFR2BN4AH173438. A complaint has been filed in the Circuit Court in St. Lucie County, Florida, Court Case No.: 562017CA002041AXXXHC.

Adam M. Fetterman
General Counsel
St.Lucie County Sheriff's Office
772-462-3225
Pub: January 5 and 12, 2018
TCN 1874003

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City Commission Regular Meeting **12.f.**

Meeting Date: 02/05/2018

Re: Ordinance 18-003 - Text Amendment - Chapter 18-12(a)(2)(b) & 18-13

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 18-003 Amending Chapter 18 to provide for the acceptance of letters of credit to secure site improvements. SECOND READING

SUMMARY:

This text amendment is a staff initiated proposal to amend City Code Sections 18-12(a)(2)(b), Required Improvements & 18-13, Subdivider's bond, etc., to secure construction of improvements; certificate of completion, maintenance of improvements; assumption of maintenance by city.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Rebecca Grohall, AICP, Planning Director
Caroline Valentin, Assistant City Attorney
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance #18-003
Planning Staff Report
Proof of Publication

Form Review

Inbox	Reviewed By	Date

City Manager	Nick Mimms	01/10/2018 07:58 AM
Form Started By: Brandon Creagan		Started On: 01/04/2018 12:49 PM
Final Approval Date: 01/17/2018		

ORDINANCE NO. 18-003

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA **CHAPTER 18,** SECTIONS 18-12(a)(2)(b) and 18-13, PROVIDING FOR ACCEPTANCE OF A LETTER OF CREDIT TO SECURE ESTIMATED COSTS OF IMPROVEMENTS TO A SITE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce ("City") pursuant to its Code of Ordinances sections 18-12 and 18-13, accepts cash and/or surety bonds as security for the estimated costs of improvements to a site from developers;

WHEREAS, sections 18-12 and 18-13 of the Code do not provide for Letters of Credit as an acceptable option for the estimated costs of improvements to a site;

WHEREAS, the acceptance of a Letter of Credit would provide developers another acceptable option for providing proof of monetary funds for the estimated cost of improvements to a site.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Section 18-12(a)(2)(b) is hereby amended so that the same shall read as follows:

Sec. 18-12. - Required improvements.

(a)(2)(b) The subdivider may request the city to construct the improvements required and if the city commission agrees, the subdivider shall deposit with the city, cash, **a letter of credit,** and/or a surety bond for the estimated cost of the improvements as determined by the city engineer which will pay one-hundred and ten (110) per cent of the total cost of the improvements requested on a fully dedicated street. The **letter of credit, and/or** surety bond shall be allowed for a maximum of two (2) years from the date the subdivision plat was approved by the city commission, and **the surety bond** is to be secured from a bonding company licensed by the State of Florida, with a Best's financial rating of AAAA or better and a Best's general policy holder's rating of A+.

SECTION 2. Section 18-13 is hereby amended so that the same shall read as follows:

Sec. 18-13. - Subdivider's bond, etc., to secure construction of improvements; certificate of completion, maintenance of improvements; assumption of maintenance by city.

The subdivider shall file with the director of finance a surety bond, **letter of credit,** cashier's check, or a certified check upon a solvent local bank conditioned to secure the construction of the improvements listed in this chapter in a satisfactory manner in accordance with the plans as approved by the city engineer, and within a period specified by the city commission, such a period not to exceed two (2) years. No such bond, **letter of credit,** or check shall be accepted unless it be enforceable by or payable to the city in a sum at least equal to the cost of constructing the improvements as estimated by the city engineer and in form with surety and conditions approved by the city attorney. The subdivider shall have the election of providing an escrow account acceptable to the city attorney of an amount to be determined by the city engineer and such conditions for disbursement based upon completion of improvements, if required

under the escrow agreement, with all costs of the escrow to be borne by the subdivider. The escrow account shall be with a local bank institution.

Upon completion of all work, the developer's engineer shall submit to the city engineer a certificate of completion stating that all work has been completed in its entirety, that it was constructed under his supervision and that it conforms to the development plan and these regulations. All releases from affected regulatory agencies shall also be submitted. The written certificate of completion shall be expressed in the following form:

CERTIFICATION

I hereby certify that all of the project improvements required by the City Commission and in accordance with the provisions of Chapter 18, Fort Pierce Code of Ordinances, have been completed on _____(Project Name)_____and that I have inspected the construction incrementally in accordance with the requirements of the City of Fort Pierce for public works construction. These improvements conform to the development plans with the following deviations (if any): These deviations will not result in functional or structural problems, other than routine maintenance based on my evaluation and professional opinion.

Certified by: _____
Florida Professional Engineer No. _____

Upon conformation from the city engineer that all improvements are acceptably completed, the city commission shall act on "conditionally accepting" the findings of completion. Acceptance of the improvements shall be conditioned on a one-year and thirty-day period during which time the developer shall maintain all improvements and correct all deficiencies that occur. If the city commission "conditionally accepts" the improvements, the developer shall provide security in the amount of fifteen (15) per cent of the cost of the improvements. At the end of the one-year and thirty-day period, the city engineer shall report to the city commission on the status of the improvements. If the improvements are satisfactory, the city commission will accept the maintenance of the facilities and the developer will be entitled to the remaining balance of the security amount, if any.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 5. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of

Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-____ was duly advertised by title only in the St. Lucie News Tribune on Saturday, January 6th, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on January 16th, 2018; and was duly introduced, read by title only, and passed on second and final reading February, 5th 2018, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 5th day of February, 2018.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, P.E, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

SUBJECT: Text Amendment – Chapter 18-12(a)(2)(b) & 18-13
Ordinance 18-003

DATE: January 4, 2017

STAFF REPORT

Requested Action: Approval of Ordinance 18-003

Staff Analysis:

This text amendment is a staff initiated proposal to amend City Code Sections 18-12(a)(2)(b), Required Improvements & 18-13, Subdivider's bond, etc., to secure construction of improvements; certificate of completion, maintenance of improvements; assumption of maintenance by city.

The reason for staffs proposal is to enable the city to accept a letter of credit to secure estimated costs of imporvements for developemnts. The past City Attorney accepted letters of credit from developers. With that said the language in our City Code only allows for the current acceptance of cash and or surety bonds to secure estimated costs of imporvements for developemnts. This proposed text amaendment would allow the city to accept letters of credit, cash, and or surety bonds for the estimated costs of imporvements for developemnt.

Technical Review Committee:

At the December 21st TRC meeting all participating departments reviewed the proposal and no comments were given.

Staff Recommendation:

Staff recommends that the City Commission review Ordinance 18-003 and approve the proposed amendments by staff.

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	1879651	CITY OF FORT PIERCE NOTICE OF PUBLIC	

Pub Dates
January 6, 2018

Sworn to and subscribed before me this day of, January 08, 2018, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

Legals

Auction/Public Sale

99 HOND
1HGCG2254XA031772
SALE AT COLLISON'S AUTOMOTIVE INC.
1756 COMMERCE AVE
VERO BEACH FL 32960
AT 10:00 AM ON
JANUARY 18, 2018
PUB:JANUARY 6, 2018
TCN 1875628

NOTICE IS HEREBY GIVEN that the undersigned intends to sell the personal property described below to enforce a lien imposed on said property under The Florida Self Storage Facility Act Statues (Sections 83.801-83.809). The undersigned will sell at public sale by competitive bidding on **Monday the 22th of January 2018,** scheduled to begin at 2:30 PM, on the premises where said property has been stored and which is located at StoreRight Self Storage, 5355 US Highway One, City of Vero Beach, County of Indian River, State of Florida, the following:

Name: Justin Bishop
Unit# 9021
Contents:HHG
Name: Mark Garbo
Unit# 3013
Contents:HHG
Name: Felicia Johnson
Unit# 3071
Contents:HHG
Name: Andre Thomas
Unit# 9049
Contents:HHG
Name: Ashley Phillips
Unit# 3101
Contents:HHG
Name: Steven Tunstill
Unit# 3033
Contents:HHG

Purchases must be paid for at the time of purchase by cash only. All purchased items are sold as is, where is, and must be removed at the time of the sale. Sale is subject to cancellation in the event of settlement owner and obligated party.
Pub: 1/06/2018 and 1/13/2018
TCN 1873267

Notice of Sale
In accordance with Florida Statutes 83.801-83.809, Dave's Storage, LLC 4870 20th Street, Vero Beach, FL 32966 will hold a public auction on premises **Jan 27, 2018 at 10am,** of stored personal & household items to enforce liens for non-payment of rent for Units: 2 Hubert Solomen, 18 Linda Augustus, 30 Albert Jackson, 83 Cornelius Carmichael, 107 Ralph Jolly, 161 Joyce Short, 206 Ron Smith, 214 Norman Hedin, 215 & 217 Cynthia Fraser, 234 Jacqueline Waters, 245 Lynne Wise, 247 Maribel Aviles. Purchases cash only at time of sale. We reserve the right to not sell contents.
Pub: January 6, 2018
TCN 1876715

Legal Notices

At IAS part 38 of the Supreme Court of the State of New York, held in and for the County of Suffolk, at the Courthouse thereof, located at 1 Court Street, Riverhead, New York on the 4th day of December 2017.

Index No. 619775/17
PRESENT: Hon. William G. Ford J.S.C.

ROBERT ULLMAN and ROBERT ULLMAN, as Co-Executor of the Estate of MILTON FREEMAN,
Petitioner,
-against-
ESTATE OF RUTH H. BARON and ESTATE OF ARTHUR P. BARON,
Respondents.

MODIFIED ORDER TO SHOW CAUSE

UPON READING AND FILING, the annexed verified Petition, dated October 10, 2017, and the exhibits annexed thereto, pursuant to New York Real Property Actions and Proceedings Law ("RPAPL") § 1931 to discharge of record an ancient mortgage presumed paid,

LET respondents appear and show cause at IAS Part 38 of this Court, to be held at the Supreme Court, located at 1 Court Street, Riverhead, New York, on the 1st day of February 2018, at 9:30 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, why an order should not be made and entered, pursuant to RPAPL § 1931, discharging and canceling of record the mortgage made by Robert Ullman and Milton Freeman, now deceased, to Ruth H. Baron and Arthur P. Baron, husband and wife now deceased, dated December 29, 1976 and recorded in the Office of the Suffolk County Clerk on January 11, 1977 in Liber 7788, Page 282 in the amount of $60,000 on premises known as 978 Montauk Highway, Water Mill, New York, and directing the Suffolk County Clerk to mark the same satisfied, canceled and discharged of record,

ORDERED, that a copy of this Order be published in the Westchester County News and the Treasure Coast News a/k/a TCPalm, in Indian River County, Florida, newspapers for a period of 30 days, beginning on or before December 26, 2017, and same shall be deemed good and sufficient service.

E N T E R,
J.S.C.
Hon. William G. Ford, J.S.C.
Pub: December 26, 2017 to January 24, 2018
TCN 1847241

Ordinances/Petitions

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings on Tuesday, January 16th, 2018 and Monday, February 5th, 2018 in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

ORDINANCE 18-003 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 18, SECTIONS 18-12(a)(2)(b) and 18-13, PROVIDING FOR ACCEPTANCE OF A LETTER OF CREDIT TO SECURE ESTIMATED COSTS OF IMPROVEMENTS TO A SITE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Amendment of the Code of Ordinances. Said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 1/6/2018
TCN 1879651

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NOTICE PUBLIC HEARING

An Ordinance of the City of Vero Beach, Florida, amending the Code of the City of Vero Beach, Chapter 58, Article II, Division 4, Police Officer's Retirement Fund, By creating a New Section 58-110 entitled "Share Plan"; Providing for Disposition of Insurance Premium Tax Revenue; Providing for Defined Contribution Plan Component; Providing for Compliance with the Current Collection Bargaining Agreement; Providing for Conflict and Severability; Providing for Codification; and Providing for an Effective Date.

The City Council of the City of Vero Beach, Florida, will hold a public hearing concerning the Adoption of an Ordinance with the title as shown at 6:00 p.m., on January 16, 2018 in the City Hall, Council Chambers, at 1053 20th Place, Vero Beach, Florida. At the conclusion of this public hearing the Council may enact this Ordinance into law.

Interested parties may obtain a copy of this Ordinance at the Office of the City Clerk at City Hall and are welcome to attend the public hearing concerning this Ordinance. Anyone who may wish to appeal any decision which may be made at this hearing will need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. Anyone who needs a special accommodation for this meeting may contact the City's Americans with Disabilities Act (ADA) Coordinator at 978-4920 at least 48 hours in advance of the meeting.

CITY OF VERO BEACH,
FLORIDA
BY: Tammy K. Vock, MMC
City Clerk
Pub: January 6, 2018
TCN 1862350

Public Notices

PUBLIC NOTICE

MARTIN COUNTY UTILITIES, THE CITY OF STUART AND SOUTH MARTIN REGIONAL UTILITY (SMRU) FREE CHLORINE MAINTENANCE

Martin County Utilities, City of Stuart and South Martin Regional Utility (SMRU) will temporarily change the method of chlorinating potable water to insure the future safety of the water. The Utility water users may notice an unusual chlorine taste or odor in their tap water during the period of January 7, 2018 – January 21, 2018.

These temporary conditions will not be harmful to your health; however, if you are on kidney dialysis, you should consult your physician for special instructions concerning this matter. If you have tropical fish or aquatic animals, you should contact your local tropical fish store for advice and take appropriate action to insure that you have properly treated the water before adding it your aquarium.

The hydrant flushing during this period may cause the water to become cloudy and discolored. This is a temporary condition and should not last more than a few hours.

We sincerely regret any inconvenience you may experience during this time. Please keep in mind that this is necessary to provide safe water for our customers.

Public Notices

For more information contact Martin County Utilities Customer Service at (772) 221-1434, the City of Stuart Customer Service at (772) 288-5317 or (772) 288-5318 or South Martin Regional Utility (SMRU) Customer Service at (772) 546-2511.

Thank you for your cooperation.
Pub: January 6 - 20, 2018
TCN 1854505

Public Notice
Please be advised Michael E Schwartz, DO, Gastroenterologist, will no longer be practicing with **Gastroenterology Consultants of Stuart, LLC** effective December 31, 2017. You may continue to receive care from our practice located at 1141 SE Indian Street, Ste 102, Stuart, FL 34997. You may reach us to schedule an appointment (772)781-5960. All medical records will remain with the practice unless requested specifically by the patient.
Pub: December 23 and 30, 2017 and January 6 and 13, 2018
TCN 1864241

Real Estate Sales

Open Houses

HOLIDAY PINES - 5713 Eagle Dr., Ft. Pierce. Renovated 3/2/2 CBS pool home in golf community, $249,000 obo. Open House Sunday 1/14, 1/28, 11-2. Or, call for appt. (772)413-8063 View property at trulia.com

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Saturday, January 6th, 12-3
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Tim Lloyd 954-448-0781
ReMax of Stuart

Homes For Sale

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Homes-Unfurn

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City Commission Regular Meeting **12.g.**

Meeting Date: 02/05/2018

Re: Ordinance 18-004 - An Ordinance Amending the Effective Date of City Ordinance 16-018

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance No. 18-004: An Ordinance Amending the Effective Date of City Ordinance 16-018. FIRST READING

SUMMARY:

- The City Commission, on September 19th, 2016, adopted Ordinance 16-018, correcting Scrivener's error in Ordinance L-295 (Use Table) pertaining to the classification of Dwelling Rentals in the E-2, E-3, R-3, R-4, R-4A, and R-5 districts.
- Ordinance 16-018 provided that the Ordinance become effective immediately upon final passage, whereas the same was to become effective retroactively, nunc pro tunc, to November 4, 2013, the effective date of Ordinance L-295.
- Proposed Ordinance 18-004 , seeks to amend Ordinance No. 16-018 so that the same shall become effective retroactively, nunc pro tunc, to November 4, 2013, the effective date of Ordinance L-295.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Rebecca Grohall, AICP, Planning Director
James M. Messer, Esq., City Attorney

Fiscal Impact

OTHER INFORMATION:

None

Attachments

18-004 Final
Ordinance 16-018
Proof of Publication 18-004

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/30/2018 11:49 AM

Form Started By: Kori Benton Started On: 01/29/2018 09:38 AM

Final Approval Date: 01/30/2018

ORDINANCE NO. 18-004

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING THE EFFECTIVE DATE OF CITY ORDINANCE 16-018; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopted Ordinance 16-018 on September 19, 2016, which was intended to retroactively correct certain scrivener's errors contained in Ordinance L-295;

WHEREAS, in accordance with Middlebrooks v. Department of State, Div. of Licensing, 565 So. 2d (Fla. 1st DCA 1990), the Fort Pierce City Commission finds it necessary to amend Ordinance 16-018 to clearly provide for retroactive effect nunc pro tunc to the date that Ordinance L-295 was adopted on November 4, 2013.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Ordinance No. 16-018 is hereby amended so that the same shall become effective retroactively, nunc pro tunc, to November 4, 2013, the effective date of Ordinance L-295.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage retroactive to September 19, 2016, nunc pro tunc.

APPROVED AS TO FORM
& CORRECTNESS:

_____
James M. Messer
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)SS

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.18-004 was duly advertised accordance with F.S. 166.041 by display advertising in the St. Lucie News Tribune on January 21st, 2018 and on February 1st, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on February 5th, 2018; and was duly introduced, read by title only, and passed on second and final reading on February 20th, 2018, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 20th day of February, 2018.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

ORDINANCE NO. 16-018

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING ORDINANCE NO. L-295 IN ORDER TO CORRECT SCRIVENERS ERROR IN CLASSIFICATION OF DWELLING RENTALS IN CERTAIN ZONING WITHIN THE ADOPTED ZONING USE TABLE;** ASSIGNING THE ACCURATE CLASSIFICATION WITHIN THE ADOPTED USE TABLE OF SECTION 22-22 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 4, 2013, the City of Fort Pierce Commission adopted Ordinance L-295 for the purpose of amending Chapter 22 – Zoning, Article Three, Basic Zoning Districts, creating Section 22-22 which specified allowed uses; Amending Chapter 22, Article Three, amending Sections 22-23 through 22-39, Basic Zoning Districts; further specifying updated uses in all zoning districts within the newly created Use Table within Section 22-22; and

WHEREAS, Ordinance L-295 created a Use Table which presented the collection of uses identified by the land development code and detailed the classification of each use within the various zoning districts as Permitted, Conditional, or Prohibited. Permitted uses identified with a "P", Conditional uses identified with a "C", and Prohibited uses identified with a "-".

WHEREAS, the Use Table created by Ordinance L-295 either through scrivener's error or oversight inadvertently omitted the proper use classification of Dwelling Rentals within certain zoning districts; E-2, E-3, R-3, R-4, R-4A, & R-5 for which previous versions of the document accurately contained and reflected the established and intended classification as Conditional Use within said districts, based upon longstanding ordinance with no intention of amendment, abandonment, or change.

WHEREAS, the adopted Ordinance L-295 presented Dwelling Rentals as a prohibited use within these zoning districts; E-2, E-3, R-3, R-4, R-4A, & R-5, as opposed to the intended identification with a "C", as eligible Conditional uses within said districts, as previously established within the City's land development regulations; and

WHEREAS, on May 8th, 2013, the proposed Ordinance L-295 was presented to the City of Fort Pierce Planning Board with an intended distribution of P / C / - classification for the use category of Dwelling Rentals, correctly identifying the use as a Conditional Use within the E-2, E-3, R-3, R-4, R-4A, & R-5 zoning districts; and

WHEREAS, on May 13, 2013, the draft of proposed Ordinance L-295 was approved as to Form and Correctness by the City Attorney, encompassing an intended distribution of P / C / - classification for the use category of Dwelling Rentals, correctly identifying the use as a Conditional Use within the E-2, E-3, R-3, R-4, R-4A, & R-5 zoning districts; and

WHEREAS, on June 11, 2013, the proposed Ordinance L-295 was presented again to the City of Fort Pierce Planning Board with an intended distribution of P / C / - classification for the use category of Dwelling Rentals, correctly identifying the use as a Conditional Use within the E-2, E-3, R-3, R-4, R-4A, & R-5 zoning districts; and

WHEREAS, on June 11, 2013, the City of Fort Pierce Planning Board voted to recommend approval of the proposed Ordinance L-295, containing an intended distribution of P / C / - classification for the use category of Dwelling Rentals, correctly identifying the use as a Conditional Use within the E-2, E-3, R-3, R-4, R-4A, & R-5 zoning districts; and

WHEREAS, on July 15, 2013, the proposed Ordinance L-295 was presented to the City of Fort Pierce Commission and approved at First Reading with the intended distribution of P / C / - classification for the use category of Dwelling Rentals, correctly

identifying the use as a Conditional Use within the E-2, E-3, R-3, R-4, R-4A, & R-5 zoning districts; and

WHEREAS, on November 4, 2013, the City of Fort Pierce Commission adopted Ordinance L-295 at Second Reading, however the Ordinance contained scriveners error with regards to the distribution of P / C / - classification for the use category of Dwelling Rentals, incorrectly identifying the use as a prohibited use within the E-2, E-3, R-3, R-4, R-4A, & R-5 zoning districts; and

WHEREAS, the origin or cause for the Scrivener's error is unknown, however staff has affirmed the Scrivener's error as unintended and unrecognized by the participants in the review and final execution of the Ordinance L-295, the associated reports, and minutes of the City Commission pertaining to this action; and

WHEREAS, the Use Table adopted via Ordinance L-295 was subsequently amended via Ordinances 14-017, 15-009, 15-054, and 16-013, in which the Scrivener's error remained present within each document adopted; and

WHEREAS, it is proper to amend Ordinance L-295, and acknowledge the Scrivener's error within Ordinances 14-017, 15-009, 15-054, and 16-013 by setting forward a corrected distribution of P / C / - classification for the use category of Dwelling Rentals, identifying the use as a Conditional Use within the E-2, E-3, R-3, R-4, R-4A, & R-5 zoning districts; and

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Section 22-22, the Use Table, is hereby amended created so that the same shall read as follows:

Sec. 22-22. - Allowed Uses.

(e) *Use table.*

COMMERCIAL																							
Overnight Accommodations																							
–Dwelling Rental	-	C	C	C	C	C	C	C	C	-	-	-	P	P	-	-	-	-	-	-	-	-	-

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM
& CORRECTNESS:

James M. Messer
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)SS

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 16-018 was duly advertised by title only in the St. Lucie News Tribune on August 22, 2016 and on September 2, 2016; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 6, 2016; and was duly introduced, read by title only, and passed on second and final reading on September 19, 2016, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 19th day of September, 2016.

Linda Hudson
Linda Hudson,
Mayor Commissioner

Linda W. Cox
Linda W. Cox,
City Clerk

(CITY SEAL)

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	1892644	18 004 CORRECT 16 018 DISP	

Pub Dates
January 21, 2018
February 1, 2018

Sworn to and subscribed before me this day of, February 01, 2018, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

Sea turtle egg thefts land 2 men in hot water

Emily Bohatch
Treasure Coast Newspapers
USA TODAY NETWORK - FLORIDA

Two Riviera Beach men were sentenced to several months in prison after they were convicted of stealing more than 650 sea turtle eggs on St. Lucie County beaches, according to a statement from the Department of Justice.

Carl Lawrence Cobb, 60, and Raymond Saunders, 50, were found guilty of transporting sea turtle eggs for the purpose of sale, according to the statement.

Cobb, who was found guilty of two counts, was sentenced to seven months in prison with two years of supervised release. He also was ordered to pay $227 to the state.

Saunders, convicted of one count, received the same sentence.

On May 5, the Fish and Wildlife Conservation Commission received reports of a man disturbing turtle nests on North Hutchinson Island, according to the statement. An investigation showed Cobb removed more than 200 eggs from two turtle nests.

On May 24, law-enforcement officials saw Cobb and Saunders take about 470 eggs from nests. The pair were arrested while taking the eggs to Palm Beach County, according to the statement.

The eggs, which were suspected to belong to loggerhead turtles, were relocated by marine biologists.

Loggerheads are the most commonly encountered nesting sea turtles on the Treasure Coast. Nesting season runs from March through October.

Sea turtles are protected by federal and state laws that forbid taking, possessing, disturbing, mutilating, destroying, selling or harassing all types of sea turtles, their nests and their eggs.

The men were tried and found guilty in a U.S. District Court Aug. 11.

CDC

Continued from Page 1A

that Fitzgerald had to recuse herself from so much of CDC's work that it "prevented her from fully engaging on public health issues including cancer, the opioid epidemic, and other epidemics that involved information technology."

Fitzgerald's resignation comes as CDC's work has been especially high profile over the past year with the public health concerns over back-to-back hurricanes and the particularly bad flu season, says John Auerbach, CEO of the nonprofit Trust for America's Health.

"Any distraction from the core important work of the CDC, particularly as we enter the budget season can potentially impair the agency's ability to do what it does so well," says Auerbach, a former CDC director of policy and health commissioner of Massachusetts.

Video shows man waving gun around in PSL Wawa

Will Greenlee
Treasure Coast Newspapers
USA TODAY NETWORK - FLORIDA

PORT ST. LUCIE – Port St. Lucie police are asking for the public's help to identify a man accused of "recklessly displaying" a gun at a Wawa store in the Tradition community.

The incident happened about 5:40 a.m. Jan. 28 at the store in the 10300 block of Southwest Tradition Parkway west of Interstate 95.

Surveillance footage shows a black man, described as about 30 years old and about 5 feet 7 inches tall, walk in "with a handgun in his hand and in full view of the public," police said.

The man, who weighs about 150 pounds and wore a blue collared shirt and blue jeans, followed a woman around, and talked to her as he held the gun in his hand.

He eventually put the gun in his waistband and left in a dark blue Ford Crown Victoria.

Master Sgt. Frank Sabol, police spokesman, said Wednesday the man did not try to hold up the store.

"That's why it's not a robbery," he said.

Instead, Sabol said the crime is reckless display of a firearm.

According to a police report, a shift manager at the store said he was attending to a woman who had two cups of coffee.

He said a man was standing next to the woman and tried to engage her in conversation.

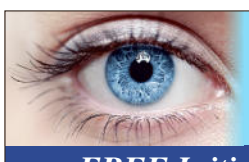
He said the man offered to pay for the woman's coffee but she declined. That's when the man said, "You gonna do me like that girl?" and pulled a handgun and waved it around.

The woman asked the manager to escort her out to her vehicle, which he did.

The manager told police the man typically comes to the store about two times a week in the early-morning hours. He said he didn't hear the man with the gun make any threatening statements.

Police have been unable to identify the woman or the accused gunman. Police also didn't get any calls from the woman.

Anyone with information is asked to call police at 772-871-5001 or Detective Chris Fulcher at 772-873-6518. Tips also can be submitted by calling Treasure Coast Crime Stoppers at 800-273-TIPS.



DIABETES EYE AND MACULAR DEGENERATION INSTITUTE
Fellowship Trained Ophthalmologist and Retinal Specialist
American Society of Retina Specialists
American Diabetes Association Ivy League Trained

FREE Initial Screening eye exam
for new patients with Diabetes or Age 50 or older
WITH THIS AD • EXPIRES 3/1/18

772-467-0605

1801 Hillmoor Dr., Ste. B109
Port St. Lucie, FL 34952

Second Opinions Welcome • No Referral Needed
LICENSED-MEDICAL DOCTOR • MOST INSURANCES ACCEPTED

The patient and any other person responsible for payment has a right to refuse to pay, cancel payment, or be reimbursed for any other service, examination, or treatment that is performed as a result of and within 72 hours of responding to the advertisement for the free, discounted or reduced fee service, examination, or treatment.
TR-SCN0002136-01

PUBLIC NOTICE
CITY OF FORT PIERCE
NOTICE OF PROPOSED ORDINANCE

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, and Section 166.041 of Florida State Statutes, will on Monday, February 5th, 2018 and Tuesday, February 20th, 2018 hold Public Hearings on the enactment of a proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 6:30 p.m.; said ordinance entitled:

ORDINANCE 18-004 - AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING THE EFFECTIVE DATE OF CITY ORDINANCE 16-018; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the Public Hearings and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox
City Clerk

January 21, 2018
February 1, 2018
TCN-1892644

PAID ADVERTISEMENT

Americans Can't Get Enough of Brand New DINNERLY® $5 Meal Kit

Breakthrough $5 Dinner Kits Shipping To Consumers Coast-to-Coast Allowing For Easy Stress-Free 30-Minute Meals;
For A Limited Time, Local Readers Get Free Shipping

Everyone hates high food costs. But we're all sick and tired of simply buying cheap groceries or processed foods and then being unsatisfied.

Well now, the popular DINNERLY® miracle "meal kits" have launched nationwide to change that, and they are practically being given away to the general public for just $5 and free shipping starting at precisely 8:00 a.m. today.

KITCHEN BREAKTHROUGH: Best-selling DINNERLY® $5 Meal Kit shipping out 42,000 servings monthly, just months after launching. Readers urged to order immediately while $5 meals are still available with free shipping.

The only thing local readers have to do is visit the National Distribution Website before the 48-hour deadline with their order for the new DINNERLY® Meal Kits. Everyone who does is instantly being awarded the meal kits for just $5 with shipping free, instead of the regular pricing of these services between $10-$15 each.

This is all happening to announce the breakthrough DINNERLY® $5 Meal Kit program which actually stabilizes the prices of your fresh ingredients and meals to just $5 per serving, ushering in a new era of amazing meals at rock bottom prices.

Chef-Quality Dinners At Fast Food Prices

Remember the famous Subway® $5 Footlong jingle?

It took the country by storm for over 10 years and was thought to be long gone. But this innovative pricing for the DINNERLY® $5 Meal Kit is the first similar meal breakthrough, and Americans can't stop talking about it.

DINNERLY® launched just a few months ago yet is already shipping a mind-boggling 42,000 servings per month. That's because like Subway® so many years ago, consumers nationwide are falling in love with this "affordable luxury" $5 Meal Kit which sends you top-quality ingredients and world-class recipes at fast-food prices.

Just in time for winter weather, with millions of Americans reeling from devastating snowstorms and frigid temperatures, these new, shipped-to-your-door meal kits make it easy to get hearty, home-cooked meals, at significant cost savings and while barely even stepping out of your house.

Best of all, although you get fast food prices, DINNERLY® boxes are never generic and never full of processed junk or chemical fillers. Instead the company sends ultra-fresh and naturally-sourced ingredients, including premium proteins like grass-fed beef, antibiotic-free chicken, and more.

But due to the incredible growth, readers are advised to visit to immediately claim their $5 meal kits. The company is closing on 50,000 monthly serving shipments and increasing demand can mean higher prices for those who don't beat the deadline.

$5 Miracle Meal Kits Praised By Top Media Outlets

These remarkable $5 meal kits are being called a miracle because they have captured the attention of a nation that wants and deserves the best for less.

Not surprisingly, the DINNERLY® $5 Meal Kit revolution is being praised by numerous major U.S. media outlets.

FORBES says "Dinnerly provides a simple, easy alternative to create an entire meal from scratch, without processed food and within a reasonable weeknight budget.

FOX's coverage--seen by 79 million Americans--reports that "46 percent of U.S. consumers polled said they would be more likely to purchase a meal kit if it were less expensive" and "at $5 per portion, (this) meal kit service hopes to disrupt the industry".

USA TODAY even placed the service in it's "Meal Kit Gift Guide" and promotes its affordable and accessible pricing, saying "Dinnerly claims fame as the cheapest meal kit in America."

Amazingly, over 37 major media publishers have recently covered DINNERLY® and combined word of product has been seen and heard nearly 641 million times.

How DINNERLY® Works

Lucky readers who order in time will receive a chilled DINNERLY® box, shipped free, with fresh, seasonal ingredients to make tasty meals any night of the week.

With 5 simple steps and minimal chopping, DINNERLY® is 100% stress-free and readers can have a delicious, inexpensive meal on the table in 30 minutes or less.

Each DINNERLY® recipe appears on the menu once per month for 2 months, with ingredients changing seasonally. Best of all, consumers will enjoy a healthy mix of comfort foods, old-time favorites and specialty meals.

For example, recipes for launch included Spaghetti and Spicy Sausage Meatballs, Cheesy Chipotle Beef Tacos with Shredded Cabbage, Pan Roasted Harissa Chicken with Potatoes and Spinach, Inside-Out Cheeseburger with Charred Scallion Relish & Oven Baked Potato Chips, and Chicken Chili with Mixed Beans.

To keep the service budget-friendly, DINNERLY® has refused to skimp on quality. Instead, the service offers a fixed weekly menu, doesn't print recipe cards (they can be downloaded to a computer or mobile device or seen in the customer account area), and cuts down on excess packaging.

Thanks to these minimal changes yet huge upside, consumers nationwide can't get enough of these $5 meal kits and everyone is ordering in droves.

Limited Supplies Available With 100% Free Shipping

The DINNERLY® $5 meal kit is under a strict limit of two meal sizes and fixed recipe choices to keep up with orders. To beat the deadline, readers are advised to immediately order at **get.dinnerly.com/new2**

"We can barely keep up since we started this $5 Meal Kit plan. With rising food costs and frigid weather nationwide, everyone's trying to get their $5 meal kit shipped right to their door. Our teams are working night and day to be sure everyone gets their delivery in time and we're not sure how long we can keep doing this. I recommend everyone orders now while they still can with free shipping," confirms Jason Udrija, Head of Operations – US East.

Starting at 8:00am today, the 48-hour National Distribution Website opens for all DINNERLY® orders from this publication. Once the deadline is passed, the $5 deal with free shipping is no longer guaranteed and new customers may be forced to pay full price.

"Everyone is going online to get their $5 meals so if the website is loading slow please be patient and keep trying, as all visitors will get the special pricing. If you still can't get in, call us at 1-800-520-0654. Operators do not take orders by phone, but will walk you through ordering on your computer or mobile device. Then we can have a delivery truck out to you shortly with your new DINNERLY® $5 meal kit" Udrija said.

"You'll enjoy soothing, delicious meals any night of the week and you will be grandfathered in to the $5 pricing even when prices go up in the future," he said.

The website again to claim the DINNERLY® $5 meal kit special with free shipping is **get.dinnerly.com/new2**

The Dinnerly $5 Meal Kit is a special offer for a food delivery service and is in no way affiliated or endorsed by SUBWAY® which is a separate entity and registered trademark owned by Subway IP Inc. Minimum order required.

TR-1909864

City Commission Regular Meeting **13.a.**

Meeting Date: 02/05/2018

Re: Applications for Consideration for the Board of Examiners of Contractors

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Submittal of applications for appointment or reappointment to the Board of Examiners of Contractors.

SUMMARY:

There are three members whose terms expired in February of 2017, and two whose terms will soon expire on February 3, 2018. We have attached four (4) applications from new applicants who would like to be considered: Michael Waldrop (General Contractor); Edward Smith (Electrical Contractor); Lionel Dunbar (Contractor and Architect); and Robert Allen (Mechanical Contractor).

Three current members are seeking reappointment; Ken Waters, (Mechanical and Electrical Contractor); James Matula (Electrical Contractor) and Don Bergman (Architect), whose applications are also attached.

The Board shall consist of three (3) consumer representatives and six (6) licensed professionals and/or general or specialty contractors. Currently there is one (1) Consumer Representative and four (4) Licensed Trade vacancies.

RECOMMENDATION:

Staff recommends the City Commission consider all applications.

ALTERNATIVES:

Continue seeking additional applications.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Building Official
Shaun Coss, Building Department Coordinator

COORDINATED WITH:

Linda Cox, City Clerk

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2018
Account:	NA
Amount:	NA

OTHER INFORMATION:

Not applicable

Attachments

2017 BEC Attendance
Allen (Licensed Trade)
Bergman (Licensed Trade)
Dunbar (Licensed Trade)
Matula (Licensed Trade)
Smith (Licensed Trade)
Waldrop (Licensed Trade)
Waters (Licensed Trade)

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	01/24/2018 05:00 PM
City Manager	Nick Mimms	01/29/2018 08:43 AM

Form Started By: Karen Murphy Started On: 01/16/2018 11:41 AM
Final Approval Date: 01/29/2018

BOARD OF EXAMINERS OF CONTRACTORS

MEETING ATTENDANCE - 2017

Meeting Dates:	1/10/2017	2/14/2017	3/14/2017	4/11/2017	5/9/2017	6/13/2017	7/11/2017	8/8/2017	9/12/2017	10/10/2017	11/14/2017	12/12/2017
Don Bergman**	EA				N/A	P	P	P		P	P	P
Scott Bruhn	P				P	EA	P	P		P	EA	P
Ralph Fogg	P				P	P	P	EA		P	P	EA
Marvin Grimsley	P				EA	P	EA	P		P	P	P
John Langel	P				P	P	P	P		EA	P	P
James Matula	EA				P	P	EA	P		P	P	P
Reed Sudderth	EA				P	P	P	P		P	P	Recused
Holly Theuns	P				P	EA	P	P		P	P	P
Ken Waters	P				P	P	P	P		P	P	EA
Paul Thomas	P				P	P	P	P		P	NA**	NA**
	Payment requested 3.8.17			Payment requested 6.26.17			Payment requested 9.15.17					

* P - PRESENT
* EA - EXCUSED ABSENCE
* A - ABSENT
* NM - NO MEETING
* NQ - NO QUORUM

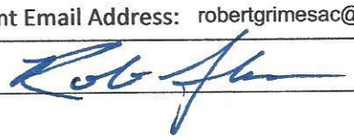
Cancelled

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Board of Examiners of Contractors

Name: Robert Allen	Phone: 772-461-8711
Home Address: 111 Yacht View Lane City/Zip Code: Fort Pierce, FL 34946	How long at this address? 1 year
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: General Manager/ Licensed Contractor, Grimes Heating and Air Conditioning	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No If yes, in what capacity? HVAC; Residential and Commercial, New Construction, Remodels, Installation, Ductwork, Service, Maintenance, etc...	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location: Grimes Heating and Air Conditioning 3054 N US Hwy 1 Fort Pierce, FL 34946 "Since 1962"	
Do you have special training or knowledge in the area of: Architecture: ☒ Yes ☐ No Engineering: ☒ Yes ☐ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge in the above area(s): University of South Florida, Business Management. After graduation I accepted a job with Grimes. I am familiar with architecture and contracting from being a sub-contractor for many projects. I did take engineering in high school and college as electives so I have a pretty sound understanding. I worked in marine construction for many summers while in school so that has helped me shape my general construction knowledge.	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: John Langel	Applicant Email Address: robertgrimesac@aol.com
Date: 01-23-2018	Applicant's Signature 

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Board of Examiners of Contractors

Name: Don Bergman	Phone: 772-466-5832
Home Address: 4362 Gator Trace Lane City/Zip Code: Fort Pierce, FL 34982	How long at this address? 17 years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Architect	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: Don Bergman Architecture LLC 4362 Gator Trace Lane Fort Pierce, FL 34982	
Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No If yes, in what capacity? Hopefully doing a new project for the City	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location: Don Bergman Architecture LLC 4362 Gator Trace Lane Fort Pierce, FL 34982	
Do you have special training or knowledge in the area of: Architecture: ☒ Yes ☐ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☐ Yes ☒ No Land Development: ☒ Yes ☐ No Other: Describe your education, background, training and knowledge in the above area(s): Registered Florida Architect Master of Arts in Architecture, University of Florida 1984 Bachelor of Design, University of Florida 1979	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: good question!	Applicant Email Address: hobieone@bellsouth.net
Date: 01.22.18	Applicant's Signature *Don Bergman*

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Arts and Culture Advisory Board will advise the City Commission on matters pertaining to Arts and Culture and Art in Public Places (AIPP) projects and promote outreach and involvement of the community, collaborate with other governmental agencies, volunteer organizations, etc. in the advancement of Arts and Culture planning and programming.

Board of Adjustment meets on the 4th Thursday of the month at 6 p.m. The board reviews and votes on variance and special exception applications along with appeals. Members must be a St. Lucie County resident.

Board of Examiners of Contractors meets on the 2nd Tuesday of each month at 9:00 a.m. The board provides practical and adequate control of all contractors in the construction trades in the city. Members must be a St. Lucie County resident for a least two years representing specific fields.

Civil Service Appeals Board meets as needed to hear employee appeals, conduct investigations and enforce a code of rules. Members must be St. Lucie County residents and not an employee of the city.

Communitywide Council meets on the 2nd Wednesday of each month at 6:00 p.m. The Council reviews the city's Community Development Block Grant (CDBG) Program Annual Action Plan, economic development business loan applications, non-profit organizations' request for funding applications, and proposed projects for recommendations to staff and City Commission. Members must represent specific targeted areas and be a city resident.

Construction Board of Adjustments & Appeals meets on the last Tuesday of each month at 9:00 a.m. This board considers decisions of building officials and applications for variance. Members represent specific fields from the construction industry.

Community Redevelopment Agency Advisory Committee meets on the 3rd Wednesday of each month at 2:00 p.m. Its function is to study, review and provide recommendations, guidance and advice as to matters relevant to the purposes and goals of the Fort Pierce Redevelopment Agency. Members must be a resident within the district boundaries, own a business or be a financial executive of a business within the boundaries.

Fort Pierce Authentic Tours Advisory Board meets on the 2st Thursday of each month at 3:30 p.m. This board is an economic development initiative of the city to build capacity and sustainability for local businesses involved or related to the eco/agri/nature tourism industry. Members must be business owners located within or focused on assets centered around the City.

Fort Pierce Utilities Authority meets on the 1st and 3rd Tuesday of each month at 4:00 p.m. In 1972, the citizens of Fort Pierce voted by referendum to create the Fort Pierce Utilities Authority which oversees utility services provide to city residents. Members must be a qualified elector of the City.

Historic Preservation Board meets on the 4th Monday of each month at 6:00 p.m. This board handles many tasks including maintaining historic district boundaries and monitoring the upkeep of the local register of historic sites and districts. Members must be city residents or operate a business in the City.

Keep Fort Pierce Beautiful Advisory Board meets on the 2nd Tuesday of each month at 2:00 along with the **Tree Board**. The board engages, educates and empowers community members to take greater responsibility for creating a clean and beautiful city through litter abatement, waste reduction, recycling and community beautification in order to improve health and prosperity of our community. Members must be city residents or own a business in the city. There is one seat dedicated for a St. Lucie County resident.

Planning Board meets on the 2nd Tuesday of each month at 6:00 p.m. This board is essential in reviewing and influencing the management of growth in Fort Pierce. Members must be a city resident for at least two years.

Retirement Board meets on the 3rd Thursday of each month at 2:00 p.m. The Retirement System was established to help provide a portion of the financial security required for active and retired employees. The system was established as a defined benefit plan under authority of an act of the City Commission in Chapter 13 of the Code of the Ordinances.

Sunrise Theatre Advisory Board meets on the 2nd Tuesday of each month at 5:30 p.m. at the Sunrise Theatre. This Board serves as a liaison between the community and the Theater.

Wastewater Relocation Advisory Board meets on the 1st Wednesday of each month at 3:30 p.m. The advisory board was established to study all aspects of the relocation of the wastewater treatment plant located on the western peninsula of South Hutchinson Island and make recommendations to the City Commission with their findings.

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list:

Name:	Home Phone:
Home Address:	
Are you a citizen of the United States? ☐ Yes ☐ No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☐ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☐ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☐ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☐ No If yes, please specify:	
Have you ever been convicted of a crime? ☐ Yes ☐ No If yes, what was the nature of the crime(s) you were convicted of:	
Date:	Referred by:

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: BEC

Name: James Matula	Phone: 772-461-8328
Home Address: 1010 W Midway Rd City/Zip Code: Ft. Pierce, FL 34982	How long at this address? 30+ yrs
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: Electrical Contractor	
Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No If yes, in what capacity? Electrical	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☒ Yes ☐ No Engineering: ☒ Yes ☐ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: JamesMatula@ad.com
Date: 1-24-18	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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CITY OF FORT PIERCE

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(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: BEC CBAA

Name: Edward Smith	Phone: 561-452-8117
Home Address: 2708 Coral Reef Dr City/Zip Code: Orlando FL 32826	How long at this address? 4

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: Electrician

Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No
If yes, list the address and nature of said business: E.Smith Electrical Services llc
Electrical Contracting 2708 Coral Reef

Do you now or in the future plan to do business with the City of Fort Pierce? ☑ Yes ☐ No
If yes, in what capacity? Electrical services

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ☑ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge in the above area(s):
Operating as an Electrical Contractor

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address: E.Smithservices@6mail.com

Date: 1/09/18 Applicant's Signature

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(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: CONSTRUCTION BOARD OF ADJ & APPEALS / BOARD OF EXAMINERS

Name: Michael J. Waldrop	Phone: 772.834.7457
Home Address: 5770 NW Cleburn Drive City/Zip Code: Port St. Lucie, FL 34986	How long at this address?
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Small business owner - state certified general contractor	

Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No

If yes, list the address and nature of said business:

Innovation Contracting, Inc.
4115 Bandy Blvd, FP, FL 34979

Chauncey's Glass of the East Coast
621 South U.S. 1, FP, FL 34950

Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No

If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No

If yes, state the business and location:

SAME AS ABOVE.

Do you have special training or knowledge in the area of:

Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other:

Describe your education, background, training and knowledge in the above area(s):

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No

If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☒ No

If yes, what was the nature of the crime(s) you were convicted of:

Referred by: CofFP B.D. & Michael Broderick	Applicant Email Address: MWaldrop@innovationcontracting.com
Date: 1-12-18	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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CITY OF FORT PIERCE

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FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Construction Board of Adjustments & Appeals
Board of Examiners of Contractors

Name: Kenneth Waters	Phone: 772-370-1776
Home Address: City/Zip Code: 5500 Buchanan Dr. Fort Pierce 34982	How long at this address?
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Electrical & Air cond Contractor	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: Owner of Waters Elect & Kenneth Waters Htg & Air 5500 Buchanan Dr. Fort Pierce FL	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location: ST. Lucie County Sheriff office 4700 W midway Rd.	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge in the above area(s): Lic Master Electrical & Air Cond contractor Expired Building contractor	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: Construction Board of adjustment & Appeals Board of Examiners of Contractors	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date: 1-3-18	Applicant's Signature Kenneth Waters

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting **13.b.**

Meeting Date: 02/05/2018

Re: Appointment/Reappointment to the Construction Board of Adjustments and Appea

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Submittal of applications for appointments or reappointments to the Construction Board of Adjustments and Appeals.

SUMMARY:

The positions on this Board which have expired (February of last year) are: Two (2) Division 1 Contractor positions. Expiring February 3, 2018 will be one (1) Electrical Contractor, one (1) Mechanical Contractor, and one (1) Consumer Representative.

Three current members are seeking reappointment; Ken Waters (Mechanical and Electrical Contractor, currently serving as Consumer Representative), James Matula (Electrical Contractor) and Charles Hayek (Division 1 Contractor) - their applications are attached. Also attached are five (5) new applicants for consideration: Michael Waldrop (Division 1 Contractor) ; Robert Allen (Mechanical Contractor); Edward Smith (Electrical Contractor); Lionel Dunbar (Architect and Division 1 Contractor) and Ann Marie Collins (Consumer Representative).

The makeup of the Board must consist of: Two (2) Division One Contractors; One (1) Electrical Contractor; One (1) Mechanical Contractor; One (1) Plumbing Contractor; One (1) Architect; One (1) Engineer; and Two (2) Consumer Representatives.

RECOMMENDATION:

Staff recommends that the City Commission select applicants.

ALTERNATIVES:

Continue seeking additional applications.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Building Official
Shaun Coss, Building Department Coordinator

COORDINATED WITH:

Linda Cox, City Clerk

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2018
Account: NA
Amount: NA
OTHER INFORMATION:
Not applicable.

Attachments

CBAA Attendance
Dunbar (Div 1)
Hayek (Div 1)
Waldrop (Div 1)
Matula (Electrical)
Smith (Electrical)
Waters (Electrical or Mechanical)
Allen (Mechanical)
Collins (Consumer Rep)

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	01/24/2018 05:00 PM
City Manager	Nick Mimms	01/29/2018 08:44 AM

Form Started By: Karen Murphy
Started On: 01/16/2018 03:12 PM
Final Approval Date: 01/29/2018

CBAA Attendance 2017

MEETING DATE:	31-Jan	28-Feb	28-Mar	25-Apr	30-May	27-Jun	25-Jul	29-Aug	26-Sep	31-Oct	28-Nov	26-Dec
Don Bergman**		N/A								P		
John Langel		P								EA		
Marvin Grimsley		P								P		
Charles Hayek		P								REC*		
James Matula		P								P		
Greg Oldakowski **		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reed Sudderth		EA								P		
Ken Waters		P								P		
Daniel Retherford		P								P		

*** P - PRESENT**

*** EA - EXCUSED ABSENCE**

*** A - ABSENT**

No Meeting

*** NM - NO MEETING**

*10.31.17 Mtg. Mr. Hayek recused himself

*** NQ - No Quorum**

***REC - Recused**

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list:

Name:	Home Phone:
Home Address:	
Are you a citizen of the United States? ☐ Yes ☐ No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☐ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☐ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☐ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☐ No If yes, please specify:	
Have you ever been convicted of a crime? ☐ Yes ☐ No If yes, what was the nature of the crime(s) you were convicted of:	
Date:	Referred by:

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or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS

Name: CHARLES HAYEK	Phone: 772-828-1080
Home Address: 1111 FERNANDINA ST. City/Zip Code: FORT PIERCE 34949	How long at this address? 3 YRS

Are you a citizen of the United States? ☒ Yes ☐ No

Occupation: GENERAL CONTRACTOR

Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No
If yes, list the address and nature of said business:
HAYEK CONSTRUCTION
1111 FERNANDINA ST.
FORT PIERCE 34949

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No
If yes, state the business and location:
SEE ABOVE

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☒ Yes ☐ No Real Estate Brokering: ☒ Yes ☐ No
Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge in the above area(s):
LICENSED REALTOR - 45 YRS
LICENSED G.C. - 44 YRS
2 YR PRE ENGINEERING MIAMI DADE J.C.

Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No
If yes, please specify:
HISTORIC PRESERVATION

Have you ever been convicted of a felony? ☐ Yes ☒ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address: CCHAWK77@AOL.COM

Date: 1-11-18 Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: CONSTRUCTION BOARD OF ADJ & APPEALS / BOARD OF EXAMINERS

Name: Michael J. Waldrop	Phone: 772.834.7457
Home Address: 5770 NW Cleburn Drive City/Zip Code: Port St. Lucie, FL 34986	How long at this address?
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Small business owner - state certified general contractor	

Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No

If yes, list the address and nature of said business:

Innovation Contracting, Inc.
4115 Bandy Blvd, FP, FL 34979

Chauncey's Glass of the East Coast
621 South U.S. 1, FP, FL 34950

Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No

If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No

If yes, state the business and location:

SAME AS ABOVE.

Do you have special training or knowledge in the area of:

Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other:

Describe your education, background, training and knowledge in the above area(s):

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No

If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☒ No

If yes, what was the nature of the crime(s) you were convicted of:

Referred by: CofFP B.D. & Michael Broderick	Applicant Email Address: MWaldrop@innovationcontracting.com
Date: 1-12-18	Applicant's Signature

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CITY OF FORT PIERCE

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FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Construction Board of Adjustments & Appeals

Name: James Matula	Phone: 772-461-8328
Home Address: 1010 W Midway Rd City/Zip Code: Ft. Pierce, FL 34982	How long at this address?
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: Matula Electric	
Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No If yes, in what capacity? Electrical Contracting	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☒ No Engineering: ☒ Yes ☐ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: Construction and Appeals Board	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: JamesMatula@aol.com
Date: 1-17-18	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: BEC CBAA

Name: Edward Smith	Phone: 561-452-8117
Home Address: 2708 Coral Reef Dr City/Zip Code: Orlando FL 32826	How long at this address? 4

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: Electrician

Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No
If yes, list the address and nature of said business: E.Smith Electrical Services llc
Electrical Contracting 2708 Coral Reef

Do you now or in the future plan to do business with the City of Fort Pierce? ☑ Yes ☐ No
If yes, in what capacity? Electrical services

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ☑ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge in the above area(s):
Operating as an Electrical Contractor

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address: E.Smithservices@6mail.com

Date: 1/09/18 Applicant's Signature

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(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Construction Board of Adjustments & Appeals
Board of Examiners of Contractors

Name: Kenneth Waters	Phone: 772-370-1776
Home Address: City/Zip Code: 5500 Buchanan Dr. Fort Pierce 34982	How long at this address?
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Electrical & Air cond Contractor	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: Owner of Waters Elect & Kenneth Waters Htg & Air 5500 Buchanan Dr. Fort Pierce FL	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location: ST. Lucie County Sheriff office 4700 W midway Rd.	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge in the above area(s): Lic Master Electrical & Air Cond contractor Expired Building contractor	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: Construction Board of adjustment & Appeals Board of Examiners of Contractors	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date: 1-3-18	Applicant's Signature Kenneth Waters

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: CBAA

Name: Robert Allen	Phone: 772-461-8711
Home Address: 111 Yacht View Lane City/Zip Code: Fort Pierce, FL 34946	How long at this address? 1 year
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: General Manager/ Licensed Contractor, Grimes Heating and Air Conditioning	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No If yes, in what capacity? HVAC; Residential and Commercial, New Construction, Remodels, Installation, Ductwork, Service, Maintenance, etc...	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location: Grimes Heating and Air Conditioning 3054 N US Hwy 1 Fort Pierce, FL 34946 "Since 1962"	
Do you have special training or knowledge in the area of: Architecture: ☒ Yes ☐ No Engineering: ☒ Yes ☐ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge in the above area(s): University of South Florida, Business Management. After graduation I accepted a job with Grimes. I am familiar with architecture and contracting from being a sub-contractor for many projects. I did take engineering in high school and college as electives so I have a pretty sound understanding. I worked in marine construction for many summers while in school so that has helped me shape my general construction knowledge.	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: John Langel	Applicant Email Address: robertgrimesac@aol.com
Date: 01-23-2018	Applicant's Signature

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fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Arts and Culture Advisory Board will advise the City Commission on matters pertaining to Arts and Culture and Art in Public Places (AIPP) projects and promote outreach and involvement of the community, collaborate with other governmental agencies, volunteer organizations, etc. in the advancement of Arts and Culture planning and programming.

Board of Adjustment meets on the 4th Thursday of the month at 6 p.m. The board reviews and votes on variance and special exception applications along with appeals. Members must be a St. Lucie County resident.

Board of Examiners of Contractors meets on the 2nd Tuesday of each month at 9:00 a.m. The board provides practical and adequate control of all contractors in the construction trades in the city. Members must be a St. Lucie County resident for a least two years representing specific fields.

Civil Service Appeals Board meets as needed to hear employee appeals, conduct investigations and enforce a code of rules. Members must be St. Lucie County residents and not an employee of the city.

Communitywide Council meets on the 2nd Wednesday of each month at 6:00 p.m. The Council reviews the city's Community Development Block Grant (CDBG) Program Annual Action Plan, economic development business loan applications, non-profit organizations' request for funding applications, and proposed projects for recommendations to staff and City Commission. Members must represent specific targeted areas and be a city resident.

Construction Board of Adjustments & Appeals meets on the last Tuesday of each month at 9:00 a.m. This board considers decisions of building officials and applications for variance. Members represent specific fields from the construction industry.

Community Redevelopment Agency Advisory Committee meets on the 3rd Wednesday of each month at 2:00 p.m. Its function is to study, review and provide recommendations, guidance and advice as to matters relevant to the purposes and goals of the Fort Pierce Redevelopment Agency. Members must be a resident within the district boundaries, own a business or be a financial executive of a business within the boundaries.

Fort Pierce Authentic Tours Advisory Board meets on the 2st Thursday of each month at 3:30 p.m. This board is an economic development initiative of the city to build capacity and sustainability for local businesses involved or related to the eco/agri/nature tourism industry. Members must be business owners located within or focused on assets centered around the City.

Fort Pierce Utilities Authority meets on the 1st and 3rd Tuesday of each month at 4:00 p.m. In 1972, the citizens of Fort Pierce voted by referendum to create the Fort Pierce Utilities Authority which oversees utility services provide to city residents. Members must be a qualified elector of the City.

Historic Preservation Board meets on the 4th Monday of each month at 6:00 p.m. This board handles many tasks including maintaining historic district boundaries and monitoring the upkeep of the local register of historic sites and districts. Members must be city residents or operate a business in the City.

Keep Fort Pierce Beautiful Advisory Board meets on the 2nd Tuesday of each month at 2:00 along with the **Tree Board**. The board engages, educates and empowers community members to take greater responsibility for creating a clean and beautiful city through litter abatement, waste reduction, recycling and community beautification in order to improve health and prosperity of our community. Members must be city residents or own a business in the city. There is one seat dedicated for a St. Lucie County resident.

Planning Board meets on the 2nd Tuesday of each month at 6:00 p.m. This board is essential in reviewing and influencing the management of growth in Fort Pierce. Members must be a city resident for at least two years.

Retirement Board meets on the 3rd Thursday of each month at 2:00 p.m. The Retirement System was established to help provide a portion of the financial security required for active and retired employees. The system was established as a defined benefit plan under authority of an act of the City Commission in Chapter 13 of the Code of the Ordinances.

Sunrise Theatre Advisory Board meets on the 2nd Tuesday of each month at 5:30 p.m. at the Sunrise Theatre. This Board serves as a liaison between the community and the Theater.

Wastewater Relocation Advisory Board meets on the 1st Wednesday of each month at 3:30 p.m. The advisory board was established to study all aspects of the relocation of the wastewater treatment plant located on the western peninsula of South Hutchinson Island and make recommendations to the City Commission with their findings.

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civilian Building

Name: Annmarie Collins	Phone: 7725770683
Home Address: 418 Jackson Way City/Zip Code: Ft. Pierce, Fl 34949	How long at this address? 11 years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Cashier/Mutuel Teller	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location: Ft. Pierce Jai Alai + Poker Rings Highway Ft. Pierce Shirley's Northbench Shorewind Drive Ft. Pierce	
Do you have special training or knowledge in the area of: Architecture: ☒ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☒ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☒ Yes ☐ No Other: Former Tax Assessor Describe your education, background, training and knowledge in the above area(s): I was a former Assistant Tax Assessor & Inspector for the City of Clifton, New Jersey. I have had extensive training & certifications at all levels of building, code construction, appraisals and development.	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: islandbella1@yahoo.com
Date: 1-11-19	Applicant's Signature Annmarie Collins

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting **13.c.**

Meeting Date: 02/05/2018

Re: FDOT Joint Participation Agreement for the Ohio Avenue and US Highway One Intersection Improvements

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Resolution 18-R03 authorizing the execution of FDOT's Joint Participation Agreement (JPA) providing partial funding for the construction costs associated with the proposed intersection improvements within the intersection of Ohio Avenue and US Highway One (SR 5).

SUMMARY:

The JPA offers funding in the amount of $150,000 to be utilized to help offset the overall intersection construction cost of $349,434. The proposed improvements include the installation of three (3) mast arm signal poles complete with applicable traffic signals, video detection, conduit, fiber optics, pull boxes, electrical supply and the construction or installation of curb and gutter, sidewalks, curb ramps, pedestrian signals, pavement, signing and striping located within the US Highway 1 right-of-way.

Please note, additional funding will be required for construction costs associated with the Ohio Avenue improvements located between the eastern right-of-way of US Highway and South 3rd Street along with the cost of securing the services of an FDOT certified consultant to preform the required CEI services. Total construction and CEI cost for the Ohio Avenue realignment project (inclusive of the intersection improvements) is estimated at $750,000

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Take no action and leave the intersection as it currently exists

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

FDOT, Planning, Public Works, and Indian Hills Golf Course

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	N/A
Account:	100-0000-363-2400
Amount:	$349,434.00

FISCAL IMPACT:

The construction costs associated with the intersection improvements will be funded with revenue generated from the Road Impact Fee assessments with a reimbursement in the amount of $150,000 provided by Florida Department of Transportation.

Attachments

Construction Plans

JPA - Approved by CA

Resolution

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/24/2018 04:04 PM
City Manager	Nick Mimms	01/29/2018 08:43 AM
Form Started By: Tracy Telle		Started On: 01/05/2018 04:12 PM
Final Approval Date: 01/29/2018		

CONTRACT PLANS

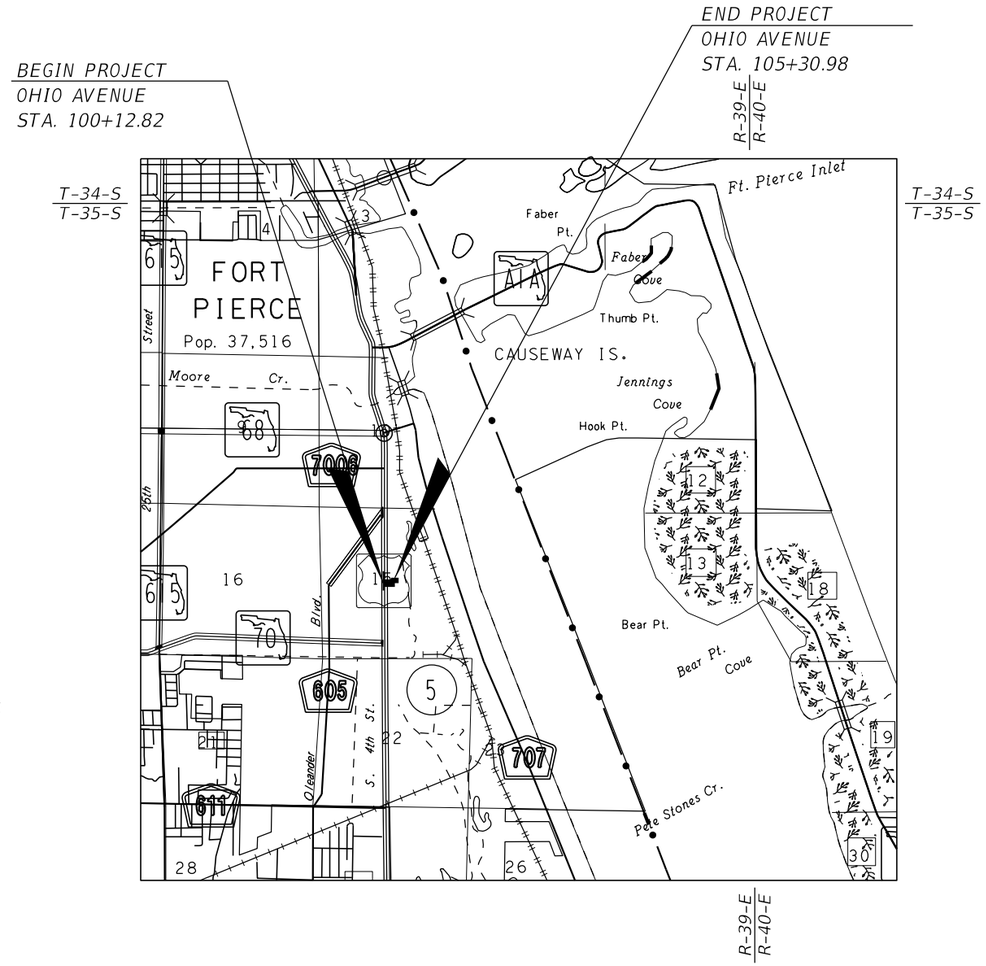
OHIO AVENUE
ROADWAY IMPROVEMENTS

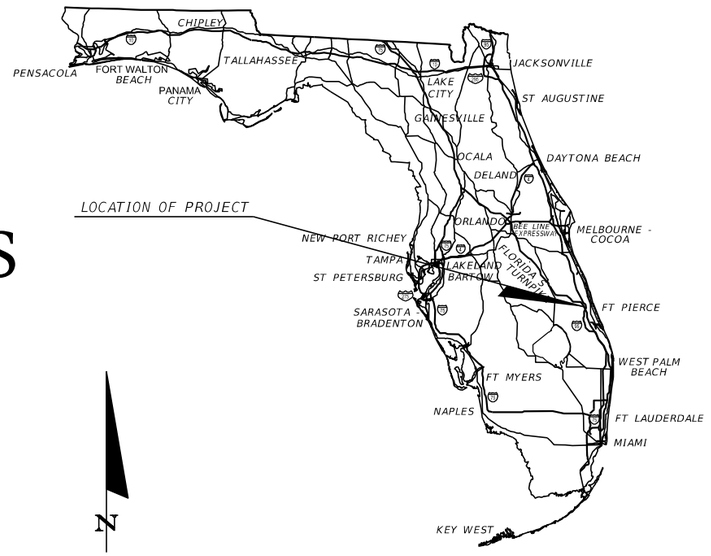
INDEX OF ROADWAY PLANS

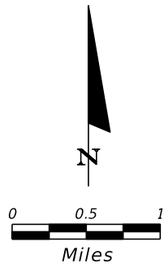
SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	GENERAL NOTES
4	TYPICAL SECTION
5 - 6	HORIZONTAL & VERTICAL CONTROL
7 - 8	PLAN & PROFILE
9 - 10	MISCELLANEOUS DETAILS
11 - 17	CROSS SECTIONS
18	SIGNING & MARKING
19	LANDSCAPE GENERAL NOTES
20	LANDSCAPE & HARDSCAPE
21	LANDSCAPE DETAILS
22	IRRIGATION GENERAL NOTES
23	IRRIGATION PLAN
24 - 26	IRRIGATION DETAILS
27	SIGNALIZATION GENERAL NOTES
28 - 28A	SIGNAL PLAN
29	MAST ARM TABULATION
30	STANDARD MAST ARM ASSEMBLIES DATA TABLE
31	GUIDE SIGN WORKSHEET
32	EROSION CONTROL GENERAL NOTES
33	EROSION CONTROL
34-38	TEMPORARY TRAFFIC CONTROL DETAILS

BEGIN PROJECT
OHIO AVENUE
STA. 100+12.82

END PROJECT
OHIO AVENUE
STA. 105+30.98







ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

KIMLEY-HORN AND ASSOCIATES, INC.
BRIAN GOOD, P.E.
445 24th STREET, SUITE 200
VERO BEACH, FLORIDA 32960

PLANS PREPARED BY:

Kimley»Horn

445 24th STREET, SUITE 200
VERO BEACH, FL 32960
TEL (772) 794-4100
PROJECT NUMBER: 047922018
CERTIFICATE OF AUTHORIZATION: 00000696

ROADWAY PLANS
ENGINEER OF RECORD: BRIAN GOOD, P.E.

P.E. NO.: 56939

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

PREPARED FOR:

CITY OF FORT PIERCE

FDOT PERMIT SUBMITTAL DECEMBER 2017

SHEET NO.
1

SUMMARY OF PAY ITEMS

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY
	ROADWAY PAY ITEMS		
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
102-104A	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	LS	1
102-107-1A	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	LS	1
104-10-3	SEDIMENT BARRIER (SILT FENCE TYPE III)	LF	775
104-18	INLET PROTECTION SYSTEM	EA	6
110-1-1	CLEARING & GRUBBING	LS	1.0
108-1	AS-BUILTS/ RECORD DRAWINGS (EXCLUDING POTABLE WATER MAIN)	LS	1
120-1	REGULAR EXCAVATION	CY	1,010
120-6	EMBANKMENT	CY	94
160-4	TYPE "B" STABILIZATION	SY	2,594
285-706	CEMENTED COQUINA LBR 100 (8")	SY	2,038
334-1-13A	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (1.0")	TN	118
334-1-13B	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5) (TRAFFIC C) (1.5")	TN	176
425-1-201	INLETS (CURB) (TYPE P-9) (<10')	EA	4
425-2-62	MANHOLE (P-8) (>10')	EA	2
425-5	MODIFY EXISTING STRUCTURE	EA	1
425-5-1	MANHOLE ADJUST (UTILITIES)	EA	2
425-6	VALVE BOX (ADJUST)	EA	6
430-171-125	CONC. PIPE CULVERT (18" SS) (CLASS III)	LF	294
430-174-124	CONC. PIPE CULVERT (24" SS) (CLASS III)	LF	229
430-175-224	CONC. PIPE CULVERT (19"x30" SS) (CLASS III)	LF	71
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	730
520-2-2	CONCRETE CURB (TYPE B)	LF	76
520-2-4	CONCRETE CURB (TYPE D)	LF	456
522-1	CONCRETE SIDEWALK, 4" THICK (FIBER, 1.0 LB/CY)	SY	434
522-2	CONCRETE SIDEWALK, 6" THICK (FIBER, 1.0 LB/CY)	SY	200
523-1	PATTERNED PAVEMENT (8" THICK) (STAMPED CONCRETE)	SY	53
527-2	DETECTABLE WARNINGS	SF	43
570-1-2A	PERFORMANCE TURF, SOD (BAHIA)	SY	1,403
	LANDSCAPE PAY ITEMS		
162-1-13	PREPARED SOIL AMENDMENT	CY	8
570-1-2	PERFORMANCE TURF, SOD (FLORATAM ST. AUGUSTINE)	SY	114
580-1-A	MULCH (FLORIMULCH)	CY	17
580-4-392	LIVISTONA CHINENSIS / CHINESE FAN PALM 8' CT	EA	3
580-4-393	LIVISTONA CHINENSIS / CHINESE FAN PALM 10' CT	EA	3
580-5-993	LAGERSTROEMIA X 'MUSKOGEE' / LAVENDER CRAPE MYRTLE	EA	14
580-7-103	MUHLENBERGIA CAPILLARIS / PINK MUHLY	EA	64
580-7-253	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS	EA	109
580-7-303	LOROPETALUM CHINESE 'PURPLE PIXIE' / PURPLE PIXIE LOROPETALUM	EA	37
580-7-983	RHAPHIOLEPIS INDICA 'ALBA' / WHITE INDIAN HAWTHORN	EA	27
580-7-993	TULBAGHIA VIOLACEA / SOCIETY GARLIC	EA	414
590-1	IRRIGATION SYSTEM (COMPLETE)	LS	1
	SIGNING AND PAVEMENT MARKING PAY ITEMS		
700-20-11	SINGLE POST SIGN (F&I) (<12 SF)	EA	7
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	73
710-11-290	PAINTED PAVEMENT MARKING (ISLAND NOSE) (YELLOW)	SF	89
711-11-121	THERMOPLASTIC PAVEMENT MARKINGS (6" SOLID) (WHITE)	LF	833
711-11-123	THERMOPLASTIC PAVEMENT MARKINGS (12" SOLID) (WHITE)	LF	75
711-11-125	THERMOPLASTIC PAVEMENT MARKINGS (24" SOLID) (WHITE)	LF	671
711-11-170	THERMOPLASTIC PAVEMENT MARKING (ARROW)	EA	5
711-11-221	THERMOPLASTIC PAVEMENT MARKINGS (6" SOLID) (YELLOW)	LF	913
711-16-131	THERMOPLASTIC PAVEMENT MARKINGS (6" SKIP, 6'-10') (WHITE)	LF	94
711-16-231A	THERMOPLASTIC PAVEMENT MARKINGS (6" SKIP, 6'-10') (YELLOW)	LF	311
711-16-231B	THERMOPLASTIC PAVEMENT MARKINGS (6" SKIP, 2'-4') (YELLOW)	LF	65

SIGNALIZATION PAY ITEMS			
630-2-11	CONDUIT (SIGNAL) (F & I) (OPEN TRENCH)	LF	198
630-2-12	CONDUIT (SIGNAL) (F & I) (DIRECTIONAL BORE)	LF	1,185
632-7-1	CABLE (SIGNAL) (F & I)	PI	1
632-7-6	SIGNAL CABLE (REMOVE) (INTERSECTION)	PI	1
633-1-121	FIBER OPTIC CABLE (F & I) (UNDERGROUND) (12 FIBERS)	LF	270
633-2-31	FIBER OPTIC CONNECTION (INSTALL) (SPLICE)	EA	12
633-2-32	FIBER OPTIC CONNECTION (INSTALL) (TERMINATION)	EA	12
635-2-11	PULL BOX (F & I) (TRAFFIC SIGNAL)	EA	21
635-2-12	PULL BOX (F & I) (FIBER OPTIC) (24" X 36")	EA	1
639-1-112	ELECTRICAL POWER SERVICE (SIGNALS) (ABOVE GROUND) (METER PURCHASED BY CONTRACTO	AS	1
639-1-610	ELECTRICAL POWER SERVICE (REMOVE) (OVERHEAD)	AS	1
639-2-1	ELECTRICAL SERVICE WIRE (F & I)	LS	1
639-3-11	ELECTRICAL SERVICE DISCONNECT (F & I) (POLE MOUNTED)	EA	1
641-2-12	PRESTRESSED CONC. POLE (F & I) (TYPE P-II SERVICE POLE)	EA	1
641-2-80	PRESTRESSED CONCRETE POLE (COMPLETE POLE REMOVAL)	EA	4
646-1-11	ALUMINUM SIGNALS POLE (PEDESTAL)	EA	5
646-1-60	ALUMINUM SIGNALS POLE (REMOVE)	EA	1
649-21-1	STEEL MAST ARM ASSEMBLY (F & I) (SINGLE ARM) (30')	EA	1
649-21-9	STEEL MAST ARM ASSEMBLY (F & I) (DOUBLE ARM) (50' - 50')	EA	1
649-21-10	STEEL MAST ARM ASSEMBLY (F & I) (SINGLE ARM) (60')	EA	1
650-1-24	TRAFFIC SIGNAL (F & I) (POLYCARBONATE W/ ALUM TOP) (3-SECTION) (1-WAY)	AS	4
650-1-29	TRAFFIC SIGNAL (F & I) (POLYCARBONATE W/ ALUM TOP) (5-SECTION) (1-WAY) (CLUSTER)	AS	4
653-1-11	PEDESTRIAN SIGNAL (F & I) (LED-COUNTDOWN) (1-WAY)	AS	8
660-4-11	VEHICLE DETECTION SYSTEM (F & I) (VIDEO) (CABINET EQUIPMENT)	EA	1
660-4-12	VEHICLE DETECTION SYSTEM (F & I) (VIDEO (ABOVE GROUND EQUIPMENT)	EA	4
663-1-111	SIGNAL PRIORITY AND PREEMPTION (F & I) (OPTICAL) (CABINET ELECTRONICS)	EA	1
663-1-112	SIGNAL PRIORITY AND PREEMPTION (F & I) (OPTICAL) (DETECTOR)	EA	4
665-1-11	PEDESTRIAN DETECTOR (F & I) (STANDARD)	EA	8
670-5-111	TRAFFIC CONTROLLER ASSEMBLY (F & I) (NEMA) (ONE PREEMPTION PLAN)	AS	1
670-5-600	TRAFFIC CONTROLLER ASSEMBLY (REMOVE CONTROLLER WITH CABINET)	AS	1
684-1-1	MANAGED FIELD ETHERNET SWITCH (F & I)	EA	1
685-1-11	UNINTERRUPTIBLE POWER SUPPLY (F & I) (LINE INTERACTIVE)	EA	1
700-5-21	INTERNALLY ILLUMINATED SIGN (F & I) (OVERHEAD MOUNT, 12 - 18 SF)	EA	2
700-5-22	INTERNALLY ILLUMINATED SIGN (F & I) (OVERHEAD MOUNT, 12 - 18 SF)	EA	2
715-1-11	LIGHTING CONDUCTORS (F & I) (INSULATED, No. 10 OR <)	LF	1,149
715-5-11	LUMINAIRE & BRACKET ARM (F & I) (ALUMINUM)	EA	3

PAY ITEM FOOTNOTES

101-1 COST TO INCLUDE HYDRO BLASTING ALL CONFLICTING STRIPING

711-XX-XXX COST TO INCLUDE TEMPORARY PAINT STRIPING

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

SUMMARY OF PAY ITEMS

SHEET NO. 2

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO APPLICABLE STANDARDS AND SPECIFICATIONS OF THE CITY OF FORT PIERCE, FLORIDA STANDARD CONTRACT DOCUMENTS AND SPECIFICATIONS FOR PUBLIC WORK PROJECTS, LATEST ISSUE.

2. CONSTRUCTION DETAILS SHALL BE IN ACCORDANCE WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS FY 2017-2018, LATEST ISSUE.

3. THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIDS WILL BE BASED.

4. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND OTHER FEATURES AFFECTING HIS/HER WORK PRIOR TO CONSTRUCTION, AND NOTIFY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT IMMEDIATELY WHEN CONFLICT BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED. THE CONTRACTOR SHALL WORK AS NEEDED TO AVOID CONFLICT WITH EXISTING UTILITIES (NO ADDITIONAL COST SHALL BE PAID FOR THIS WORK). EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE DURING CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE UTILITY OWNER.

PRE-TRENCHING IN THE ALIGNMENT AND GRADE OF PROPOSED PIPES, STRUCTURES, CONDUITS AND/OR SUB-GRADE SHALL BE PERFORMED FOURTEEN DAYS IN ADVANCE OF ITS CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND THE CITY WITH A FOURTEEN DAY ADVANCE NOTICE OF ANY CONFLICT WITH PROPOSED CONSTRUCTION. PAYMENT FOR PRE-TRENCHING, SURVEY, AND BACKFILLING SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

5. THE CONTRACTOR SHALL COORDINATE WITH UTILITIES TO ARRANGE RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK.

6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ANY AND ALL EXISTING UTILITIES ON THIS PROJECT. THE CONTRACTOR WILL RECEIVE NO DIRECT PAYMENT TO SUPPORT AND/OR PROTECT ANY AND ALL UTILITIES. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

7. THE CONTRACTOR SHALL GIVE AT LEAST 48 HOURS NOTICE TO UTILITY COMPANIES TO PROVIDE FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION. CONTACT UTILITIES NOTIFICATION CENTER AT 1-800-432-4770.

8. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL APPLICABLE CONSTRUCTION PERMITS PRIOR TO START OF CONSTRUCTION.

9. THE CONTRACTOR SHALL NOTIFY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AND CITY'S FIELD REPRESENTATIVE, AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY FDOT DISTRICT 4, AT LEAST 48 HOURS PRIOR TO CONSTRUCTION WITHIN FDOT RIGHT-OF-WAY.

10. THE CONTRACTOR SHALL CONTACT THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AND CITY'S FIELD REPRESENTATIVE IMMEDIATELY OF ANY CONFLICT ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.

11. B.M. DATA IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

ANY NAVD 88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED.
IF IN DANGER OF BEING DAMAGE, NOTIFY:
GEODETIC INFORMATION CENTER
ATTN: MARK MAINTENANCE SECTION N/CG-162
6001 EXECUTIVE BLVD.
ROCKVILLE MARYLAND 20852

12. EXISTING SECTION CORNERS AND 1/4 SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION USING REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.

13. STORM SEWER PIPE LENGTHS SHOWN ARE APPROXIMATE, AND MAY BE ADJUSTED AS REQUIRED UPON APROVAL BY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT.

14. INSTALLATION OF ALL STORM SEWERS, INLETS, MANHOLES AND APPURTENANCES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AND FDOT DESIGN STANDARDS AS INDICATED ON THE DRAWINGS. ALL REINFORCED CONCRETE PIPE SHALL BE CLASS III PIPE.

15. ALL CATCH BASINS AND PIPE INVERTS SHALL BE AS INDICATED ON THE DRAWINGS.

16. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.

17. ALL COMPLETED DRAINAGE STRUCTURES SHALL BE PROTECTED FROM CONTAMINATION BY SILT AND CONSTRUCTION DEBRIS. THE CONTRACTOR SHALL PLACE PLYWOOD ON, OR FILTER FABRIC BETWEEN FRAME AND INLET GRATE UNTIL CONSTRUCTION OPERATIONS ARE COMPLETED. ALL DRAINAGE STRUCTURES (EXISTING AND PROPOSED) WITHIN PROJECT LIMITS SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

18. CONTRACTOR TO COORDINATE WITH FDOT DISTRICT 4 CONSTRUCTION ENVIRONMENTAL COORDINATOR FOR LOCATION OF STAGING AND STOCKPILING AREAS.

19. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZING EARTH, DRIVEWAYS SIDEWALKS, ETC. WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION OR AS DIRECTED BY THE CITY OF FORT PIERCE FIELD ENGINEER OF FDOT FIELD REPRESENTATIVE.

20. THE CONTRACTOR SHALL NOT ENCROACH INTO PRIVATE PROPERTY WITH PERSONNEL, MATERIAL OR EQUIPMENT WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE, REMOVAL OR MODIFICATION, ACCIDENTALLY OR PURPOSELY, CAUSED TO ANY IRRIGATION SYSTEMS, PRIVATE OR PUBLIC. THE CONTRACTOR SHALL REPLACE ANY DAMAGED, REMOVED, OR MODIFIED IRRIGATION PIPES, SPRINKLER HEADS OR OTHER PERTINENT APPURTENANCES AT NO ADDITIONAL COST.

22. REGARDING MAIL BOXES, WALLS, FENCES, SECURITY GATE TRACKING, OR OTHER PRIVATE PROPERTY OR IMPROVEMENTS THAT SHALL BE TEMPORARILY RELOCATED AND REPLACED, THE CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE OWNER. ANY AND ALL COSTS ASSOCIATED WITH COORDINATING, REMOVING, AND REPLACING ANY PROPERTY ITEMS SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

23. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT INDEX 600 SERIES, MUTCD AND THESE PLANS. THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES VEHICULAR AND PEDESTRIAN ACCESS TO ALL RESIDENCES AND/OR BUSINESS. CONTRACTOR SHALL PROVIDE A PEDESTRIAN DETOUR PLAN UTILIZING VIRGINIA AVENUE AND PARKWAY DRIVE AS ALTERNATE ROUTES.

24. NO TREES ARE TO BE REMOVED OR RELOCATED WITHOUT PRIOR APPROVAL FROM THE CITY OF FORT PIERCE FIELD ENGINEER (CITY PERMIT REQUIRED FOR ANY TREE REMOVAL).

25. COMPLETE 'AS-BUILT' INFORMATION RELATIVE TO LOCATION, SIZE AND DEPTH OF NEW PIPES, MANHOLES, INLETS, ETC., SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED (SIGNED AND SEALED BY A FLORIDA CERTIFIED P.LS.) TO THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL RECORD INFORMATION ON EXISTING UTILITY CROSSINGS ENCOUNTERED DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO PIPES, INLETS, MANHOLE, ETC., SHALL BE RECORDED BY A FLORIDA REGISTERED SURVEYOR AND SHOWN ON THE RECORD DRAWINGS. THE COST OF SIGNED AND SEALED AS-BUILTS (5 COPIES) SHALL BE INCLUDED IN OVERALL BID AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF AND MAKING THE REPAIRS OF EXISTING PAVEMENT, SIDEWALKS, PIPES, CONDUITS, CURBS, CABLES, ETC., WHETHER OR NOT SHOWN ON THE PLANS DAMAGED AS A RESULT OF THE CONTRACTORS OPERATIONS AND/OR THOSE OF HIS SUBCONTRACTORS, AND SHALL RESTORE THEM PROMPTLY AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE CITY OF FORT PIERCE OR FDOT. CONTRACTOR SHALL REPORT ANY DAMAGE TO SIDEWALK, DRIVEWAY, ETC., TO THE ENGINEER OF RECORD PRIOR TO BEGINNING WORK IN ANY AREA.

27. ALL DRAINAGE PIPES SHALL BE APPROVED BY CITY OF FORT PIERCE ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL CONSTRUCT A FILTER FABRIC JACKET AT ALL PROPOSED STORM SEWER JOINTS AS PER FDOT STANDARDS. COST OF FILTER FABRIC JACKET SHALL BE INCLUDED IN UNIT PIPE COSTS.

28. EXISTING DRAINAGE STRUCTURES IN CONFLICT WITH PROPOSED DRAINAGE STRUCTURES SHALL BE REMOVED UNLESS OTHERWISE NOTED. ALL OTHER EXISTING DRAINAGE STRUCTUES WITHIN CONSTRUCTION LIMITS SHALL BE REMOVED UNLESS OTHERWISE NOTED. REMOVAL OF EXISTING DRAINAGE STRUCTURE IS TO INCLUDE ASSOCIATED PIPING TO DOWNSTREAM STRUCTURE OR TO TIE IN WITHIN PROPOSED STORM SEWER PIPING.

29. NO EXISTING BASE MATERIAL REMOVED IN EXCAVATION SHALL BE REUSED AS PROPOSED BASE MATERIAL.

30. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE OWNER. STAGING AND STORAGE SHALL BE CONDUCTED WITHIN PUBLIC R/W AND/OR CONSTRUCTION EASEMENTS (ACCESS LICENSE AGREEMENTS).

31. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLAN TO DETERMINE IMPACTS TO EXISTING TREES AND VEGETATION. ALL TREES AND VEGETATION DESIGNATED TO REMAIN SHALL BE PROTECTED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE CITY.

32. PROPOSED DRAINAGE STRUCTURES HAVE BEEN SIZED BASED UPON THE AVAILABLE UTILITY INFORMATON. THE CONTRACTOR SHALL VERIFY THAT PROPOSED DIMENSIONS WILL ACCOMMODATE THE EXISTING AND PROPOSED STORM SEWER CONFIGURATION PRIOR TO SUBMITTING SHOP DRAWINGS. DRAINAGE CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE DRILLED AT THE SPECIFIED INVERT.

33. EXISTING UTILITY CONTACT INFORMATION:

UTILITY COMPANY	CONTACT	PHONE NUMBER	EMAIL
AT&T	MARK GUTIERREZ	772-460-4443	MARK.GUTIERREZ@ATT.COM
FPUA WATER & WASTEWATER	JAMES CARNES	772-466-1600X3472	JCARNES@FPUA.COM
FPUA GAS & ELECTRIC	JASON MITTLER	772-466-1600X630	JMITTLER@FPUA.COM
FORT PIERCE UTILITY AUTHORITY	VALERIE SCHULTE	772-466-1600	VSCHULTE@FPUA.COM
FP&L	ROB MORRIS	772-223-4215	ROB.MORRIS@FPL.COM

33. EROSION CONTROL MEASURES SHALL BE TAKEN BY CONTRACTOR DURING CONSTRUCTION AS PER FDOT STANDARDS:

A. SILT FENCE SHALL BE INSTALLED ALONG THE ENTIRE PERIMETER OF THE PROJECT ADJACENT TO ANY SOIL DISTURBING ACTIVITIES.

B. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED DURING CONSTRUCTION PER FDOT STANDARDS.

C. ALL FENCING, GRADING, SIGNING AND SODDING SHALL BE MAINTAINED DURING THE CONTRACT LIFE. ALL DAMAGED WORK SHALL BE RESTORED AT NO COST TO THE CITY NOR FDOT.

34. DETECTABLE WARNING SURFACES WITHIN THE U.S. HIGHWAY 1 RIGHT-OF-WAY SHALL CONSIST OF CAST-IN-PLACE COMPOSITE TACTILE UNITS MANUFACTURED BY ADA SOLUTIONS, INC (800-372-0519), OR APPROVED EQUAL. WARNING SURFACES SHALL EXTEND TWO FEET FROM BACK OF CURB AND SPAN RAMP RUN WIDTH. WARNING SURFACE COLOR SHALL BE "BRICK RED".

35. DETECTABLE WARNING SURFACES WITHIN THE CITY OF FORT PIERCE RIGHT-OF-WAY SHALL CONSIST OF A.D.A. TRUNCATED DOME CONCRETE PAVING UNITS (4"X8"X2-3/8") CONSTRUCTED ON CONCRETE SUB-SLAB USING EPOXY GROUT. WARNING SURFACES SHALL EXTEND TWO FEET FROM BACK OF CURB AND SPAN RAMP RUN WIDTH. WARNING SURFACE COLOR SHALL BE "BRICK RED".

36. NON-STRUCTURAL CONCRETE UTILIZED IN CURB AND GUTTER, SIDEWALK AND URBAN FLARED TURNOUT CONSTRUCTION SHALL CONSIST OF 3000 PSI FIBER REINFORCED MIX.

37. SELECT CLEARING AND GRUBBING AREAS ARE DESIGNATED AREAS THAT THE CONTRACTOR SHALL DETERMINE IF CLEARING AND GRUBBING IS NEEDED BUT NOT LIMITED TO GRADING. IF NEEDED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING, RESETTING, OR REPLACING LIKE VEGETATION TO EQUAL OR BETTER CONDITION, ALL EXISTING SIDEWALK FALLING IN THIS AREA SHALL BE REMOVED AS SHOWN IN THE PLANS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

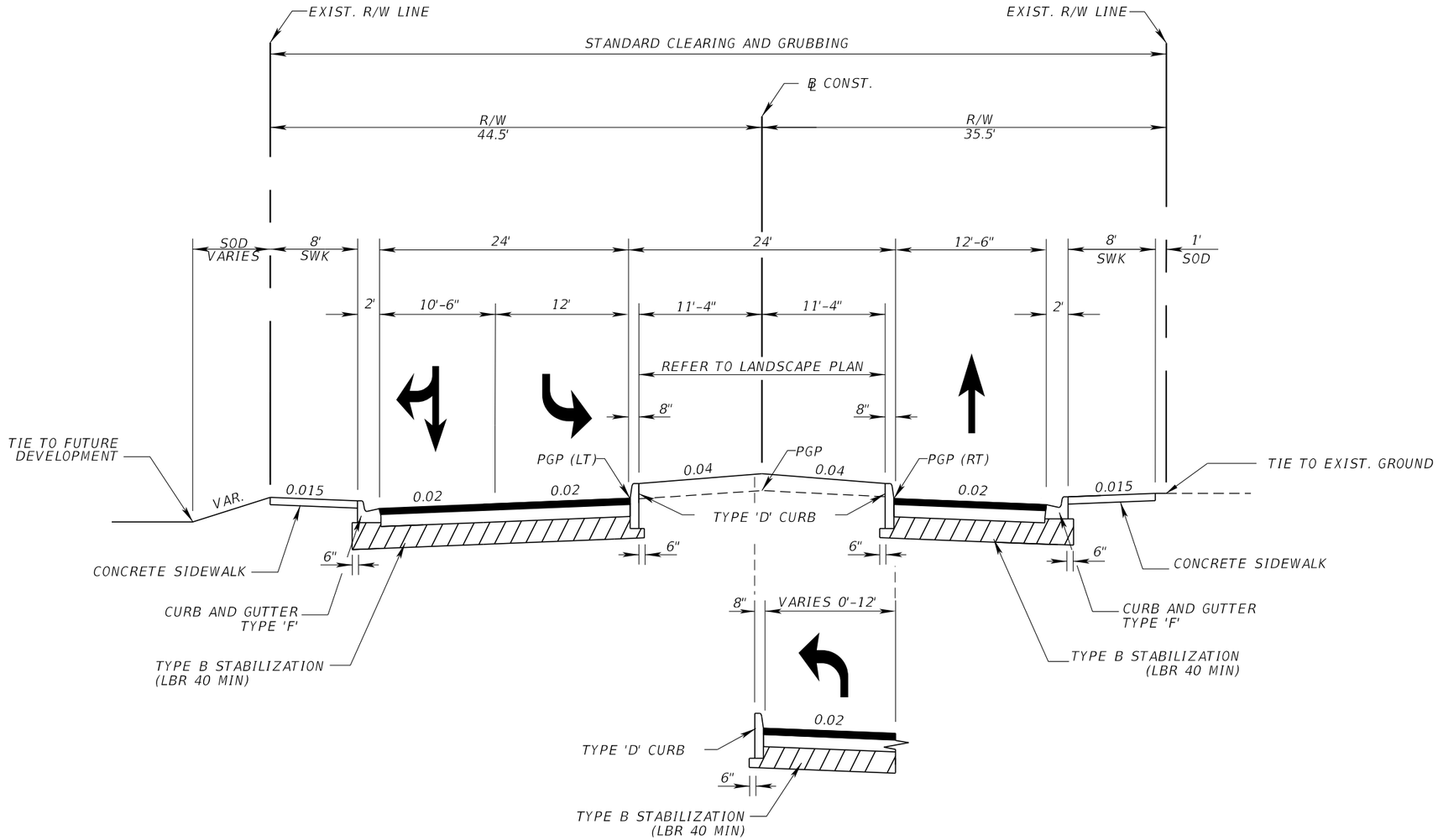
Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

GENERAL NOTES

SHEET NO. 3



STA. 101+94.85 TO STA. 102+99.91

PAVEMENT DESIGN

TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C) (1")
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC C) (1.5")
CEMENTED COQUINA (LBR 100) (8")
STABILIZED SUBGRADE TYPE B (12")

POST SPEED = 30 MPH
DESIGN SPEED = 35 MPH

STA. 101+49.43 TO STA. 105+30.98

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CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

TYPICAL SECTION

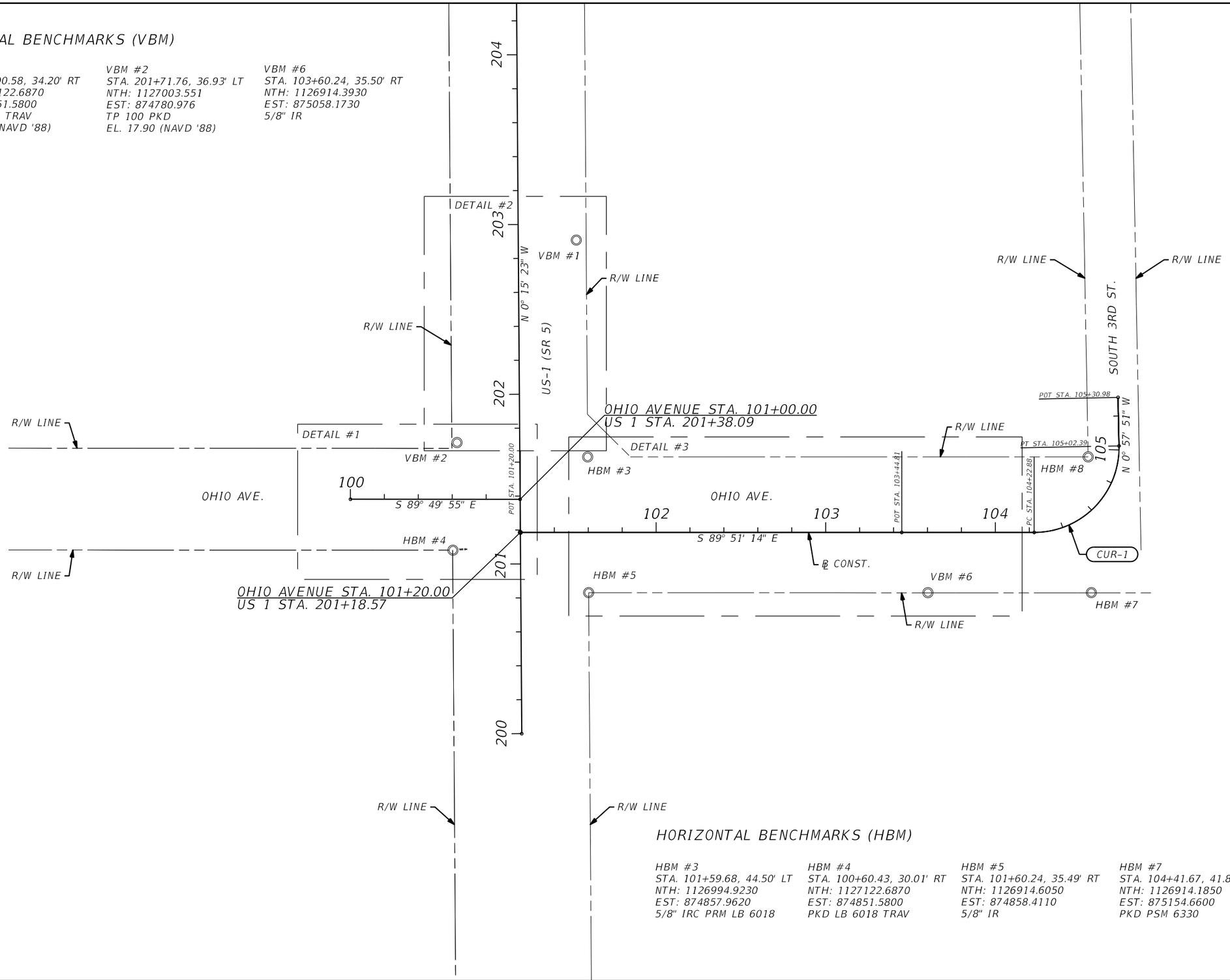
SHEET NO. 4

VERTICAL BENCHMARKS (VBM)

VBM #1
STA. 202+90.58, 34.20' RT
NTH: 1127122.6870
EST: 874851.5800
PKD LB018 TRAV
EL. 17.62 (NAVD '88)

VBM #2
STA. 201+71.76, 36.93' LT
NTH: 1127003.551
EST: 874780.976
TP 100 PKD
EL. 17.90 (NAVD '88)

VBM #6
STA. 103+60.24, 35.50' RT
NTH: 1126914.3930
EST: 875058.1730
5/8" IR



CURVE DATA (CUR-1)

PI STA. = 104+73.86
Δ = 91° 06' 37" (LT)
D = 114° 35' 30"
T = 50.98
L = 79.51
R = 50.00
PC STA. = 104+22.88
PT STA. = 105+02.39

HORIZONTAL BENCHMARKS (HBM)

HBM #3
STA. 101+59.68, 44.50' LT
NTH: 1126994.9230
EST: 874857.9620
5/8" IRC PRM LB 6018

HBM #4
STA. 100+60.43, 30.01' RT
NTH: 1127122.6870
EST: 874851.5800
PKD LB 6018 TRAV

HBM #5
STA. 101+60.24, 35.49' RT
NTH: 1126914.6050
EST: 874858.4110
5/8" IR

HBM #7
STA. 104+41.67, 41.89' RT
NTH: 1126914.1850
EST: 875154.6600
PKD PSM 6330

HBM #8
STA. 104+92.88, 17.71' LT
NTH: 1126914.1820
EST: 875152.9780
IRC 5/8" PRM LB 6018

REVISIONS					
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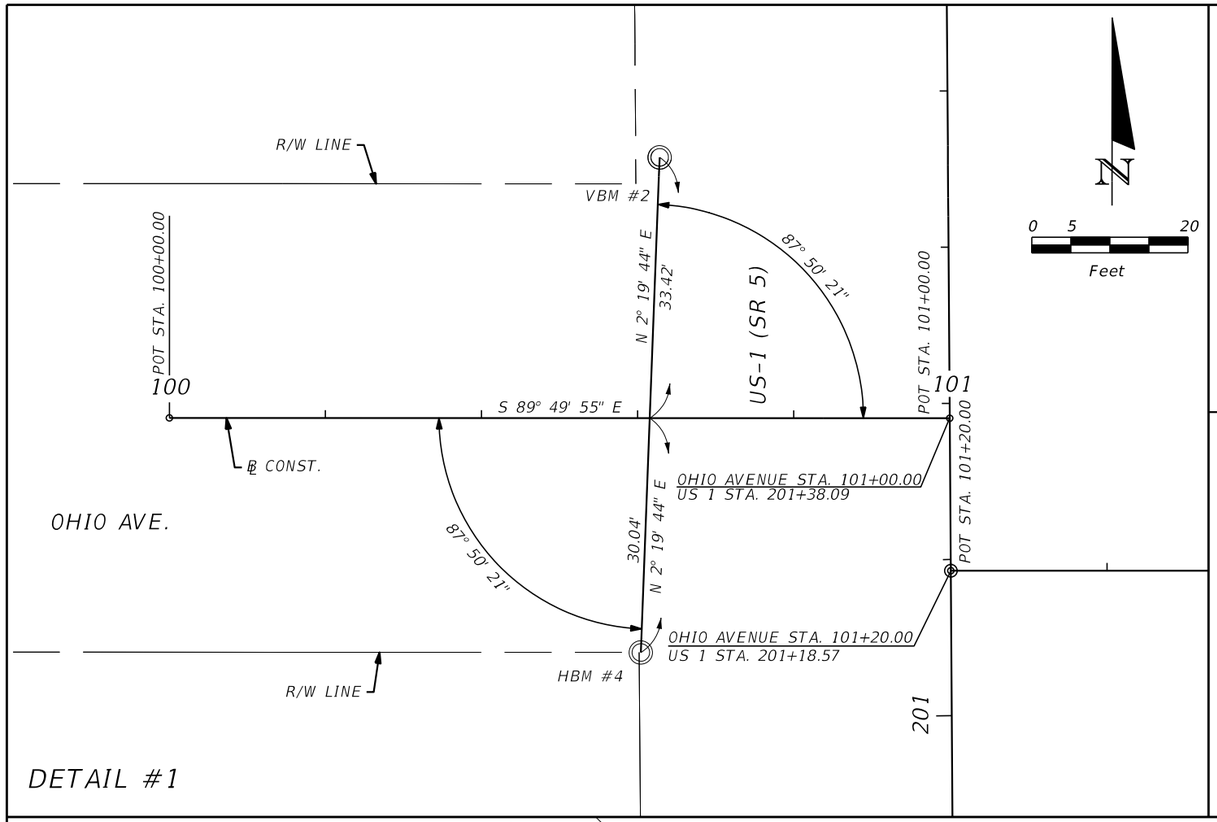
CITY OF FORT PIERCE

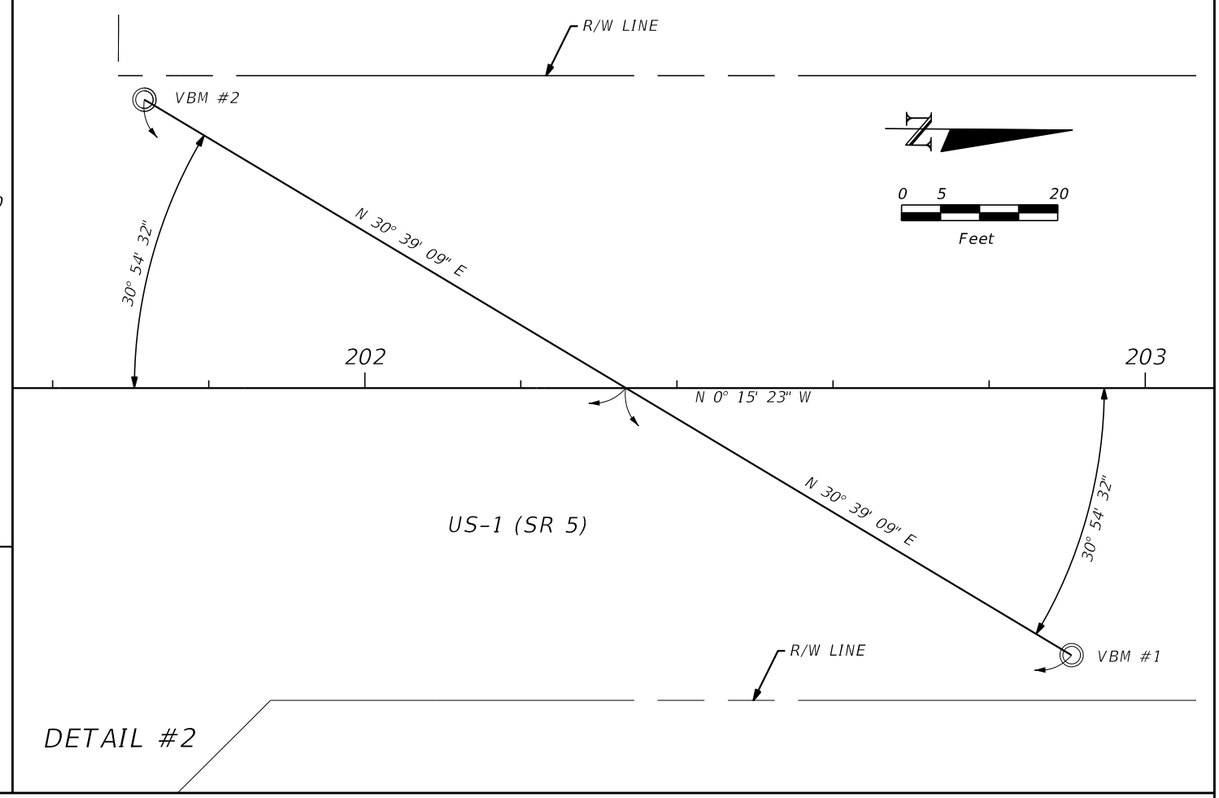
OHIO AVENUE
ROADWAY IMPROVEMENTS

HORIZONTAL & VERTICAL CONTROL

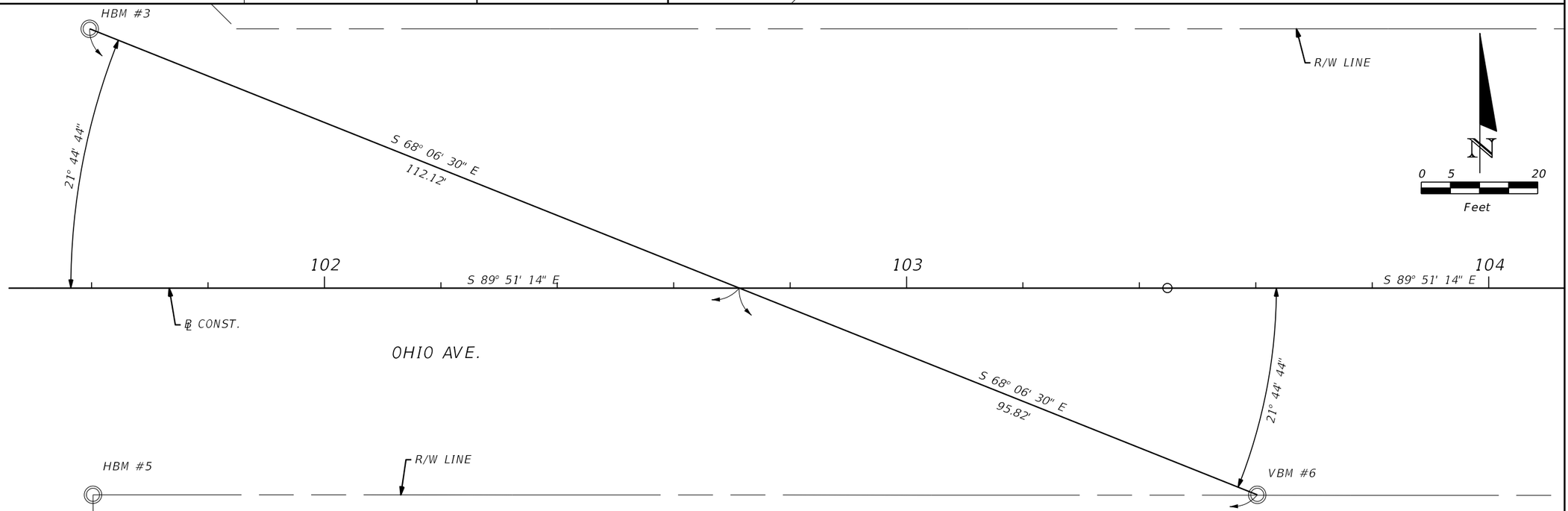
SHEET NO. 5



DETAIL #1



DETAIL #2



DETAIL #3

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

HORIZONTAL & VERTICAL CONTROL DETAIL

SHEET NO. 6

NOTES:

1. REFER TO IRRIGATION PLAN FOR SLEEVING LOCATION TO BE CONSTRUCTED CONCURRENTLY WITH ROADWAY IMPROVEMENTS.
2. REFER TO SIGNALIZATION PLANS FOR ADDITIONAL INFORMATION.

LEGEND:
- EXIST. ASPHALT PAVEMENT REMOVAL SEE DETAIL
- STAMPED CONCRETE SEE DETAIL

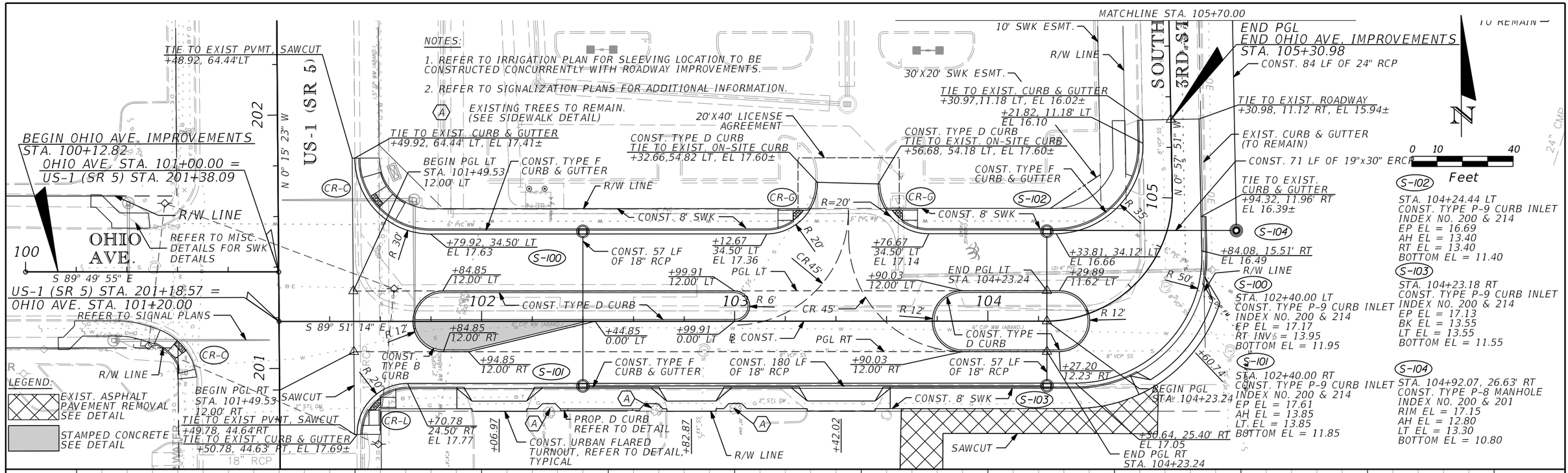
BEGIN OHIO AVE. IMPROVEMENTS STA. 100+12.82 = OHIO AVE. STA. 101+00.00 = US-1 (SR 5) STA. 201+38.09

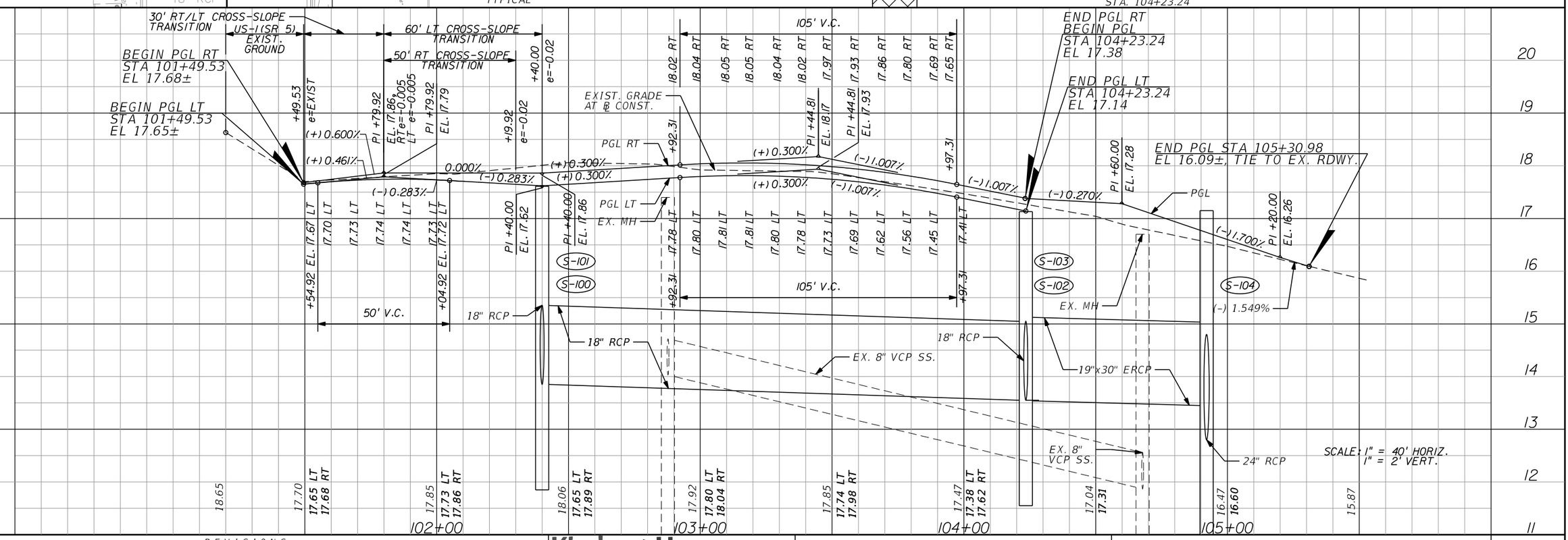
US-1 (SR 5) STA. 201+18.57 = OHIO AVE. STA. 101+20.00

MATCHLINE STA. 105+70.00

END PGL END OHIO AVE. IMPROVEMENTS STA. 105+30.98

0 10 40 Feet





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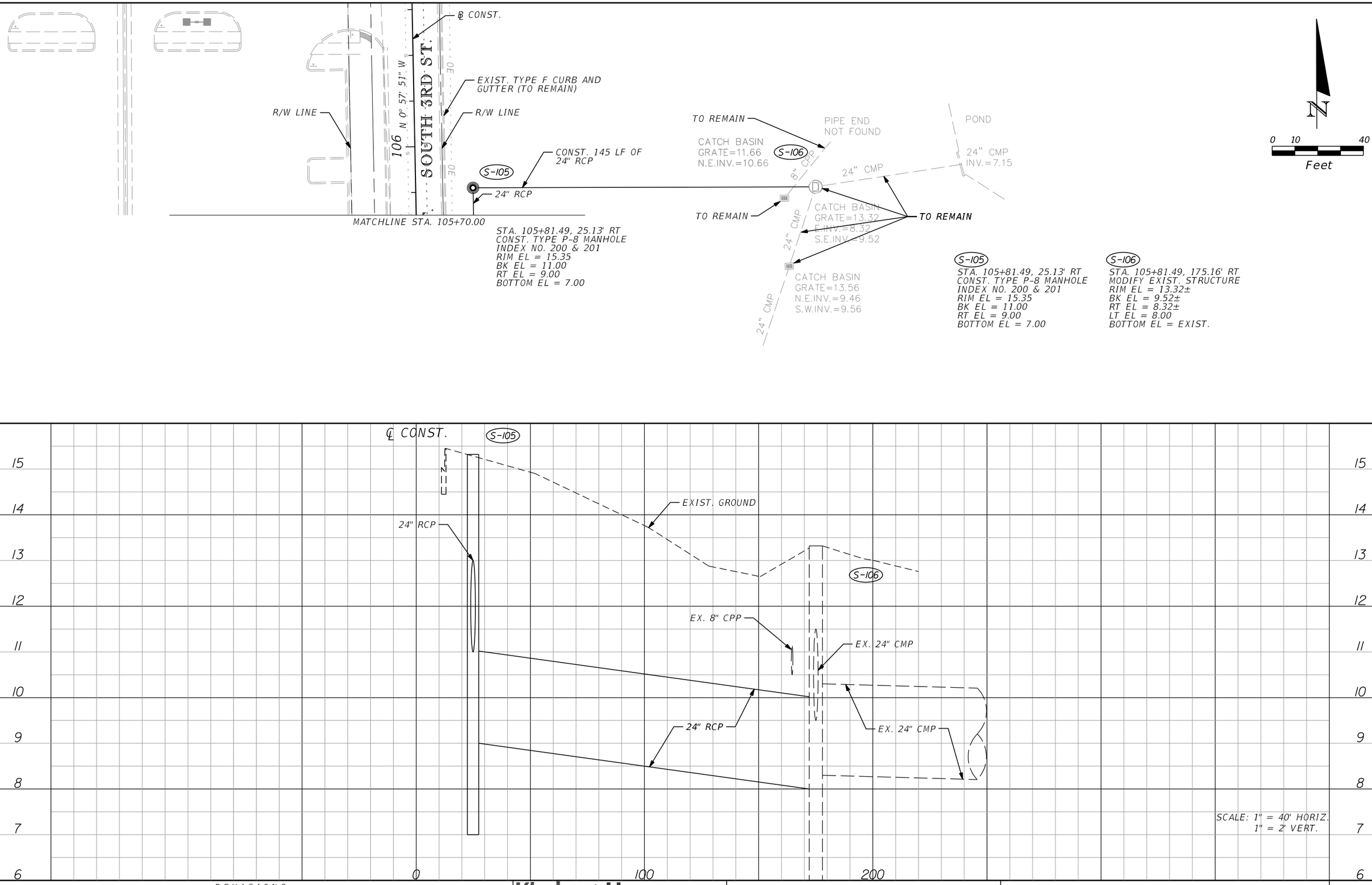
CITY OF FORT PIERCE

OHIO AVENUE ROADWAY IMPROVEMENTS

PLAN & PROFILE

SHEET NO. 7



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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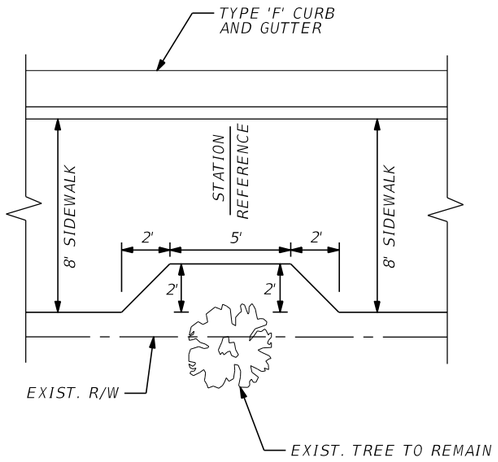
CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

PLAN & PROFILE

SHEET NO. 8



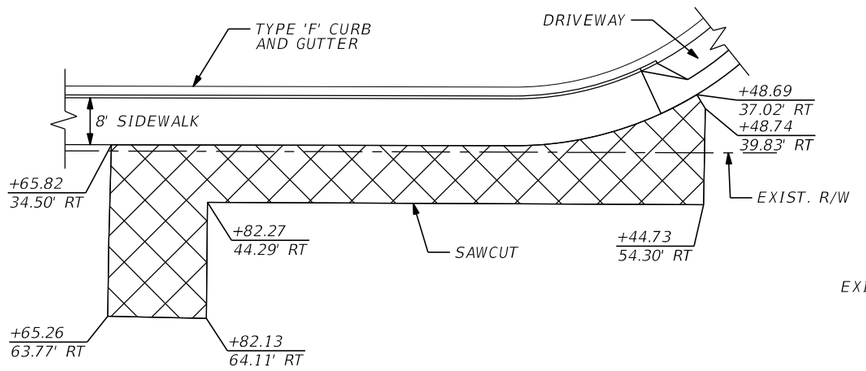
NOTE:

1. CENTERLINE STATION REFERENCE:

   102+26.55, RT
   102+67.08, RT
   103+00.19, RT

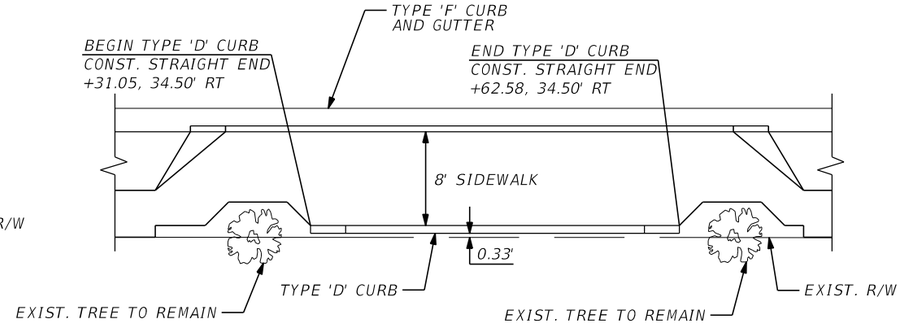
A EXIST. TREE DETAIL

N.T.S.



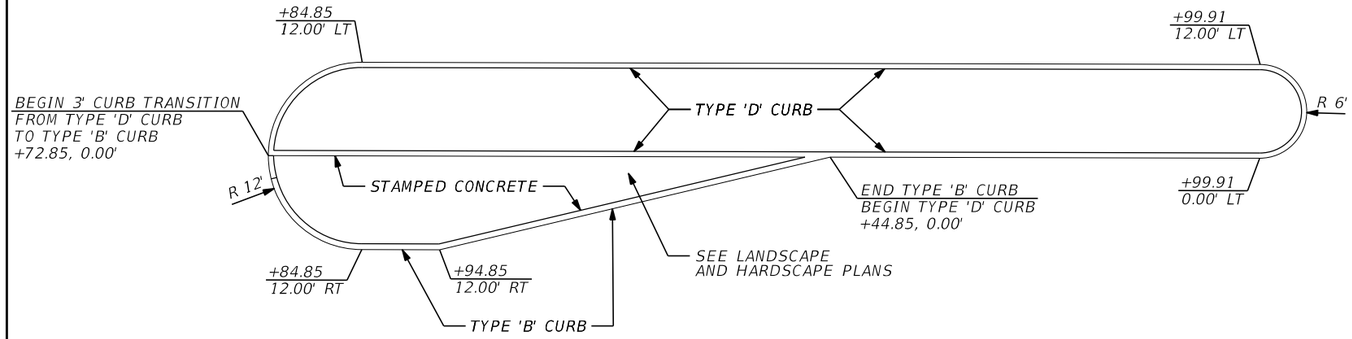
PAVEMENT REMOVAL DETAIL

N.T.S.



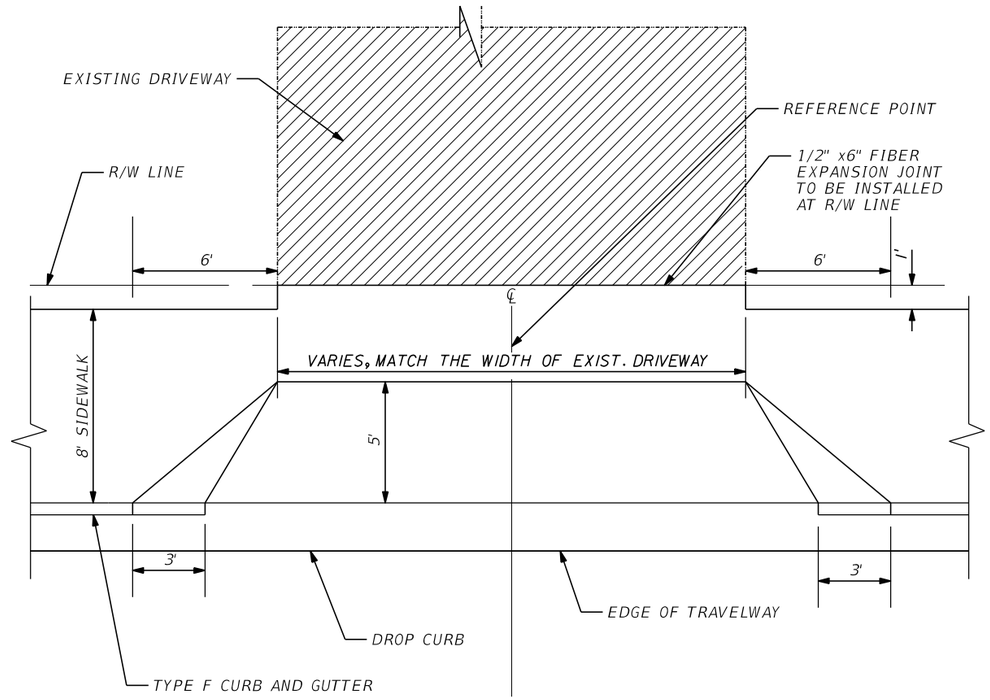
TYPE 'D' CURB LOCATION DETAIL

N.T.S.



B MEDIAN DETAIL

N.T.S.



URBAN FLARED TURNOUT DETAIL

N.T.S.

NOTES:

1. SURFACE SPECIFICATIONS:
   A. CONCRETE DRIVEWAY EXTENDING INTO RIGHT-OF-WAY OR PUBLIC EASEMENT SHALL BE A MINIMUM OF 6" THICK, 3000 P.S.I. CONCRETE INCORPORATING A FLARE AS SHOWN IN THE PLAN VIEW. REINFORCE CONCRETE WITH FIBER MESH @ 1.0 LB/CY. SUBGRADE SHALL BE 12" SAND OR OTHER APPROVED MATERIAL COMPACTED TO 98% AASHTO T-180 MAXIMUM DENSITY.

REVISIONS					
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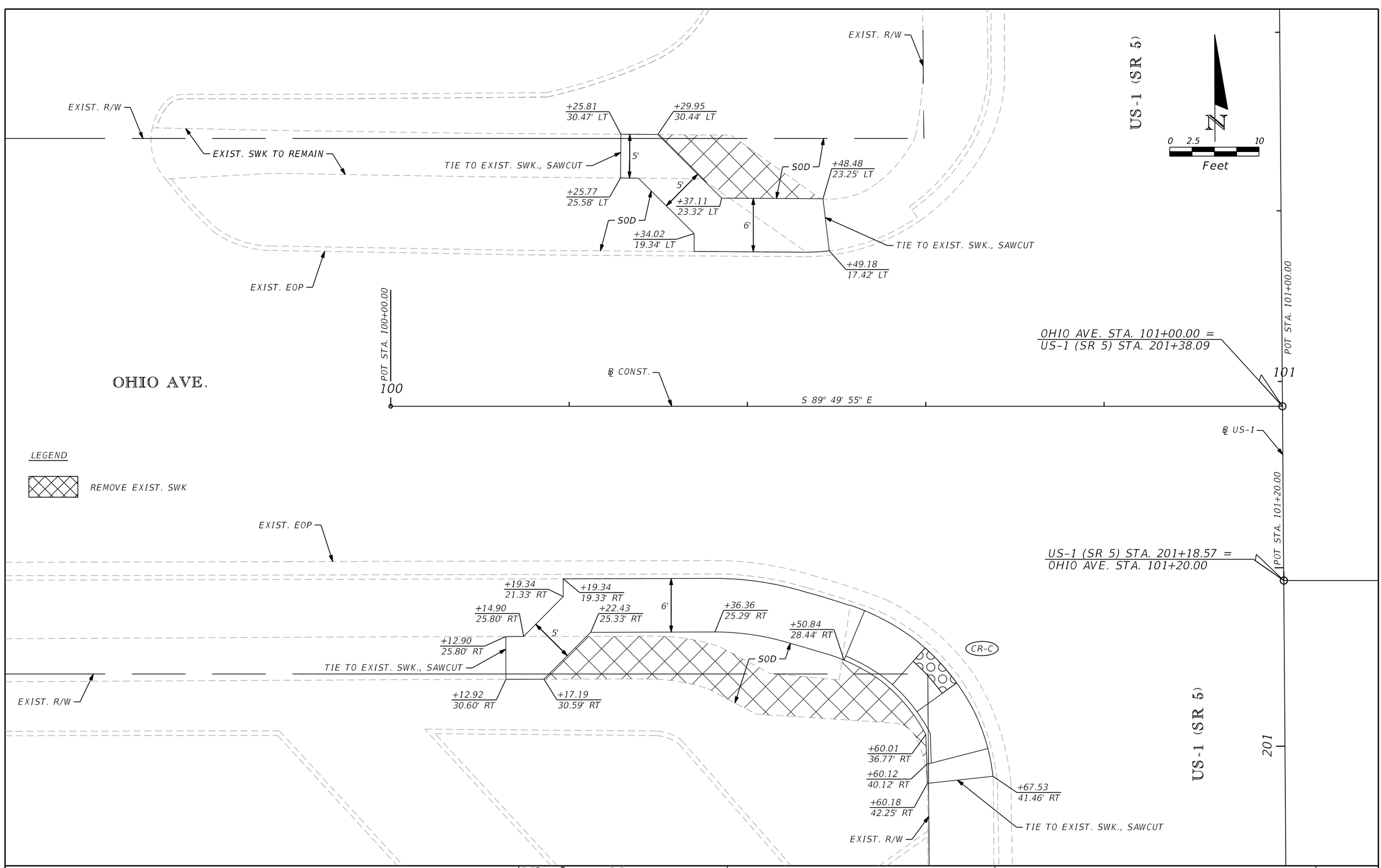
CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

MISCELLANEOUS
DETAILS

SHEET NO. 9



REVISIONS					
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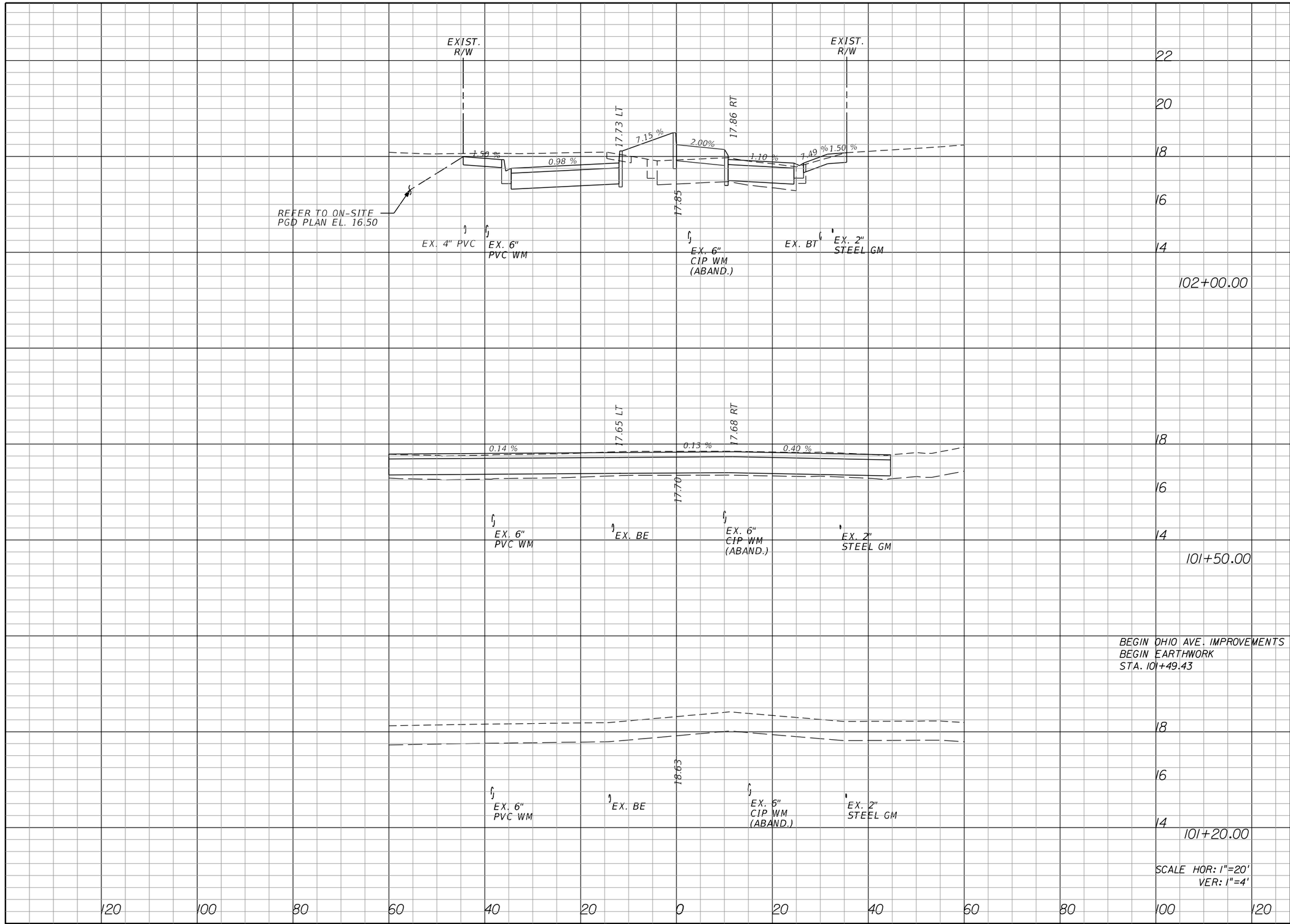
CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

MISCELLANEOUS DETAILS

SHEET NO. 10



Regular Exc.		Embankment	
A	V	A	V
51	121	11	10
80	2	0	0
80	0	0	0

BEGIN OHIO AVE. IMPROVEMENTS
BEGIN EARTHWORK
STA. 101+49.43

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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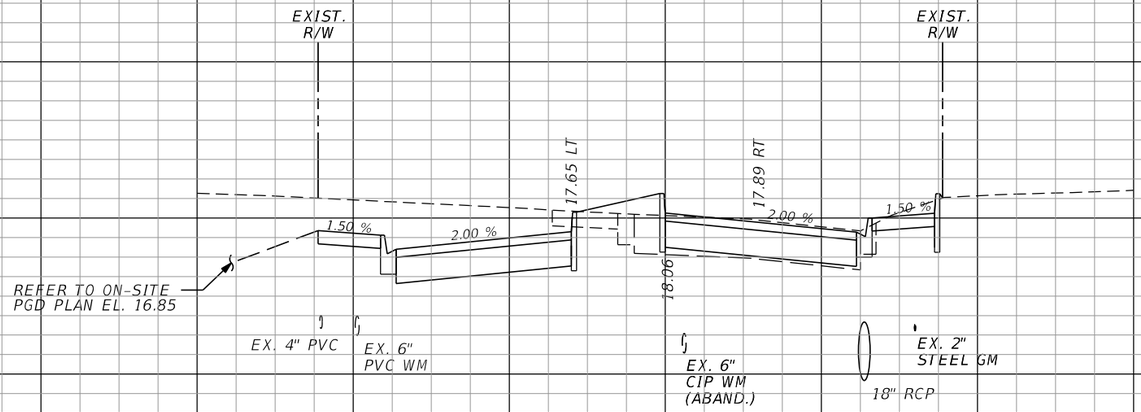
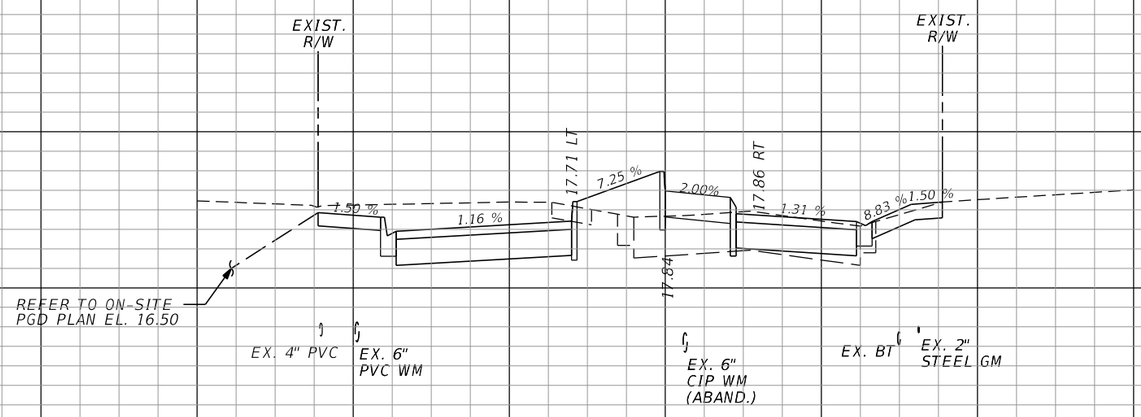
CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

OHIO AVENUE CROSS SECTIONS

SHEET NO. 11





Regular Exc.		Embankment	
A	V	A	V
83	III	3	10
56	14	3	10

REVISIONS

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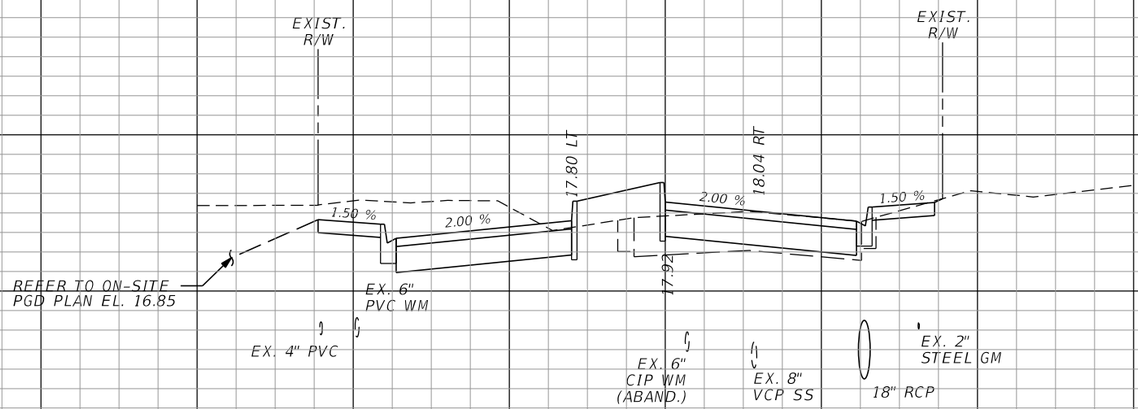
CITY OF FORT PIERCE

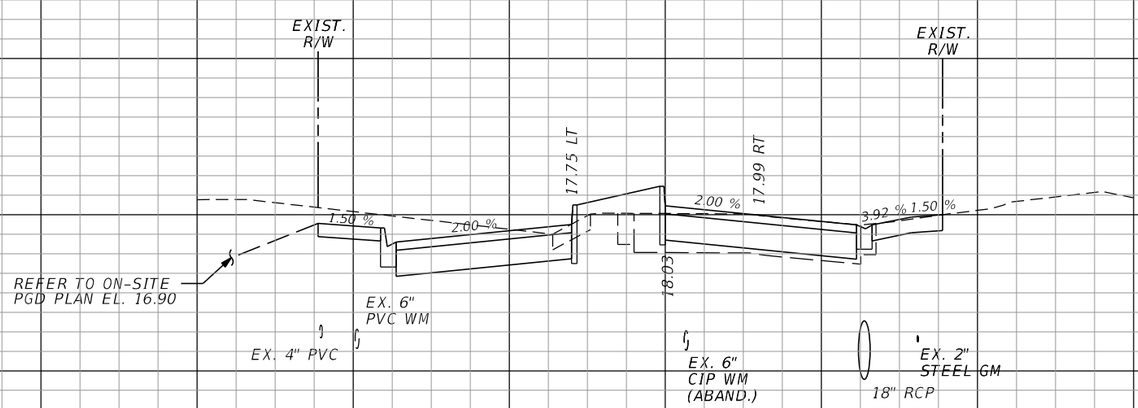
OHIO AVENUE
ROADWAY IMPROVEMENTS

OHIO AVENUE CROSS SECTIONS

SHEET NO. 12



103+00.00



102+82.87

120 100 80 60 40 20 0 20 40 60 80 100 120

SCALE HOR: 1"=20'
VER: 1"=4'

Regular Exc.		Embankment	
A	V	A	V
66	40	8	4
59	86	5	5

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
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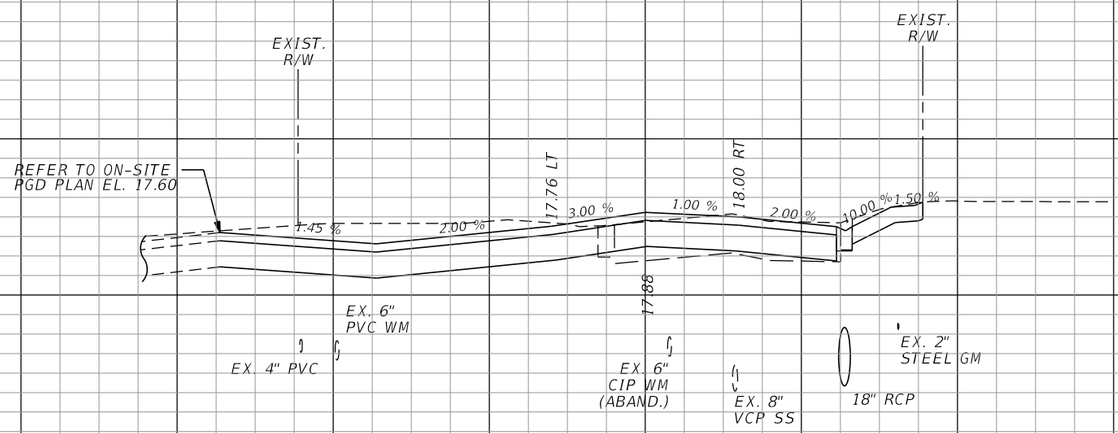
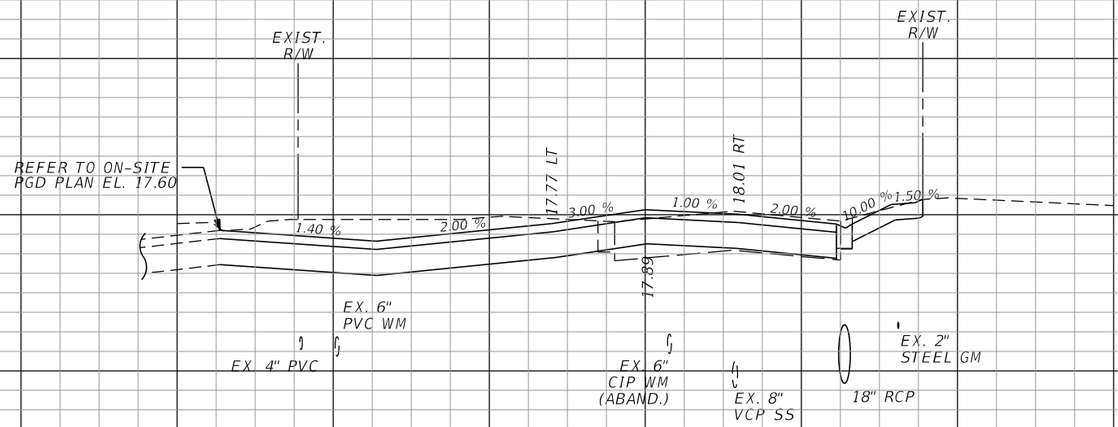
CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

OHIO AVENUE CROSS SECTIONS

SHEET NO. 13





SCALE HOR: 1"=20'
VER: 1"=4'

Regular Exc.		Embankment	
A	V	A	V
74	8	0	0
93	124	0	6

REVISIONS

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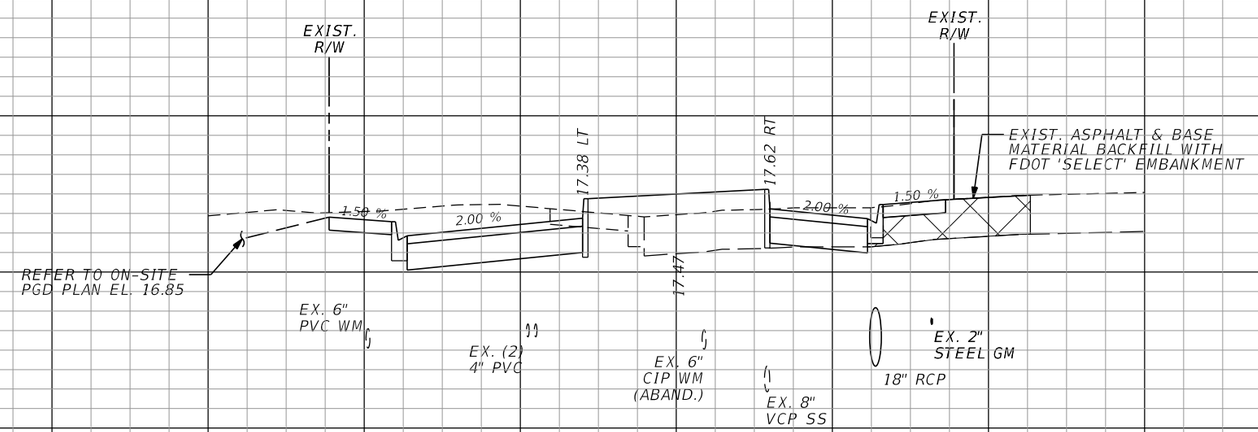
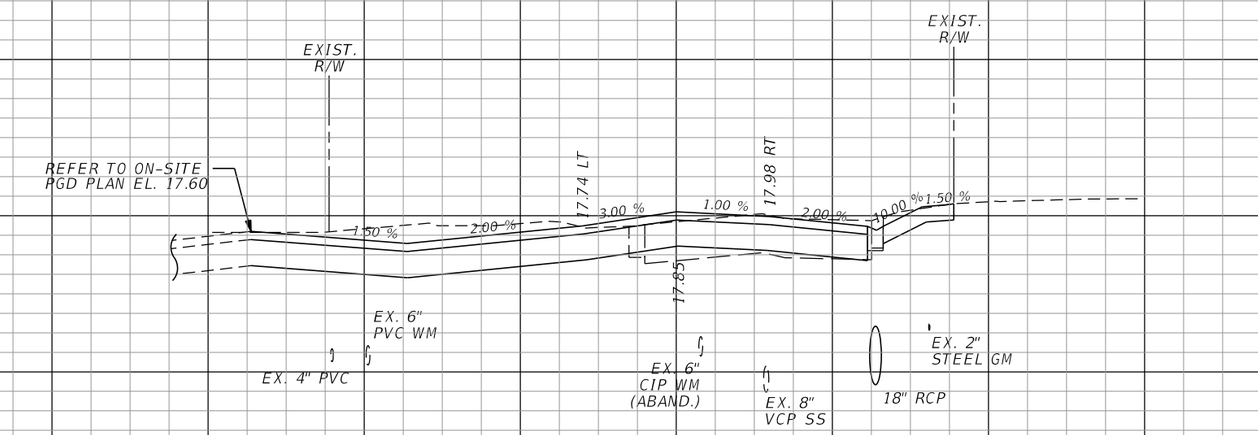
CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

OHIO AVENUE CROSS SECTIONS

SHEET NO. 14





Regular Exc.		Embankment	
A	V	A	V
57	131	11	10
84	16	0	0

SCALE HOR: 1"=20'
VER: 1"=4'

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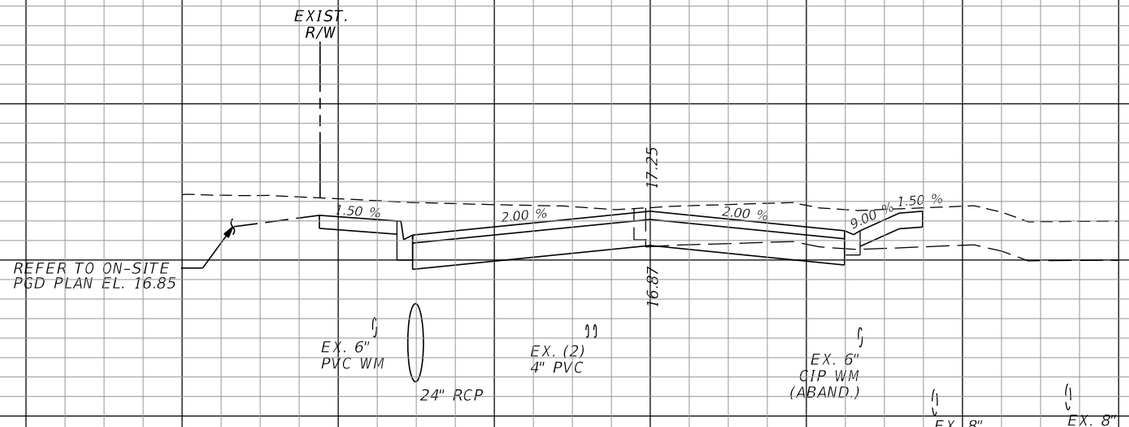
CITY OF FORT PIERCE

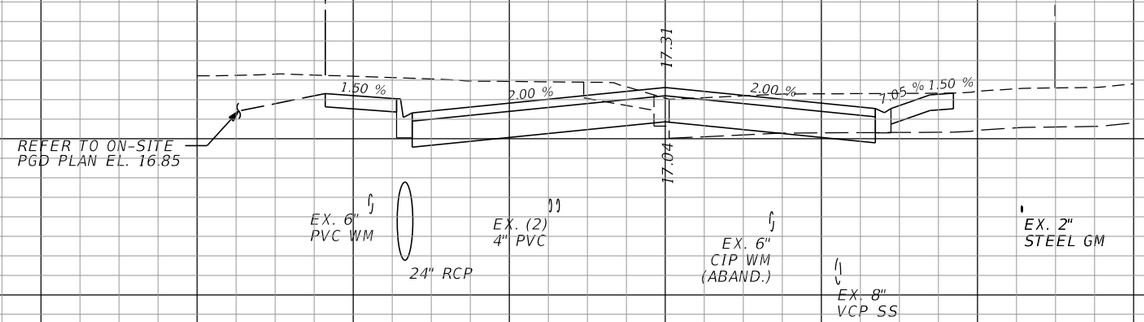
OHIO AVENUE
ROADWAY IMPROVEMENTS

OHIO AVENUE CROSS SECTIONS

SHEET NO. 15



104+61.56



104+50.00

SCALE HOR: 1"=20'
VER: 1"=4'

120 100 80 60 40 20 0 20 40 60 80 100 120

Regular Exc.		Embankment	
A	V	A	V
95	36	0	0
74	121	0	10

REVISIONS

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CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

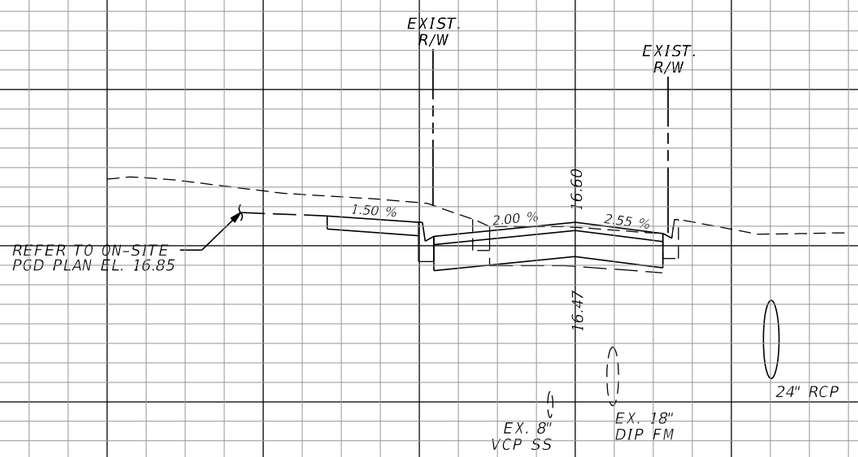
OHIO AVENUE CROSS SECTIONS

SHEET NO. 16

EARTHWORK SUMMARY

REGULAR EXCAVATION = 955 CY

EMBANKMENT = 39 CY



END PROJECT
END EARTHWORK
STA. 105+30.98

105+00.00

SCALE HOR: 1"=20'
VER: 1"=4'

Regular Exc.		Embankment	
A	V	A	V
42	48	0	0
42	98	0	0

REVISIONS

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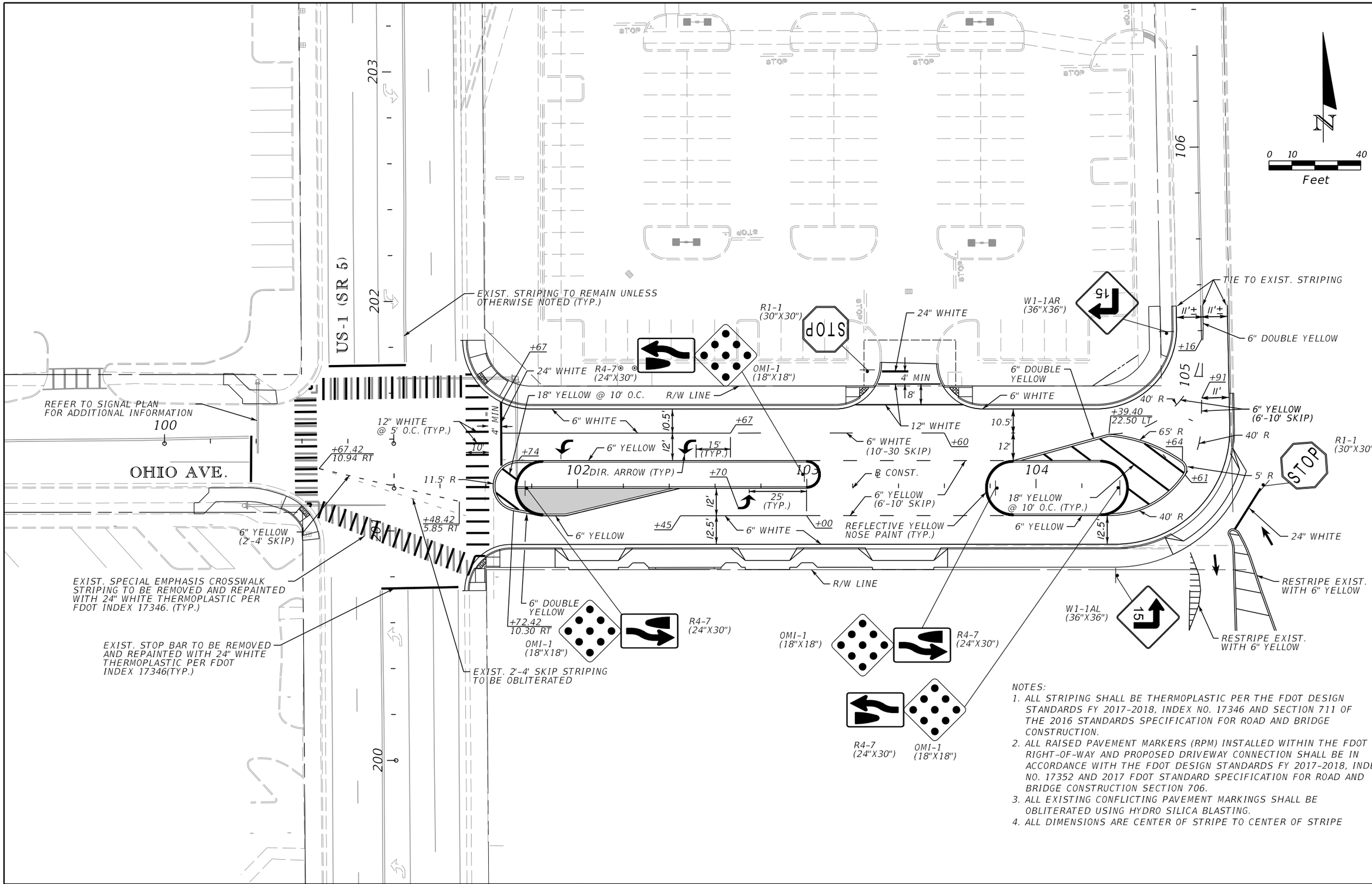
CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

OHIO AVENUE CROSS SECTIONS

SHEET NO. 17



NOTES:

1. ALL STRIPING SHALL BE THERMOPLASTIC PER THE FDOT DESIGN STANDARDS FY 2017-2018, INDEX NO. 17346 AND SECTION 711 OF THE 2016 STANDARDS SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION.
2. ALL RAISED PAVEMENT MARKERS (RPM) INSTALLED WITHIN THE FDOT RIGHT-OF-WAY AND PROPOSED DRIVEWAY CONNECTION SHALL BE IN ACCORDANCE WITH THE FDOT DESIGN STANDARDS FY 2017-2018, INDEX NO. 17352 AND 2017 FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION SECTION 706.
3. ALL EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE OBLITERATED USING HYDRO SILICA BLASTING.
4. ALL DIMENSIONS ARE CENTER OF STRIPE TO CENTER OF STRIPE

REVISIONS

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CITY OF FORT PIERCE

OHIO AVENUE ROADWAY IMPROVEMENTS

SIGNING & MARKING

SHEET NO. 18

LANDSCAPE NOTES

1. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 12" OF TOPSOIL.

2. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE
.
3. ALL PLANT MATERIAL SHALL BE CONTAINER GROWN OR BALLED AND BUR LAPPED AS INDICATED IN THE PLANT LIST.

4. ALL TREES SHALL HAVE A STRAIGHT TRUNK AND FULL HEAD AND MEET ALL REQUIREMENTS SPECIFIED.

5. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.

6. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.

7. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.

8. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA 2) TO PROTECT ALL OF ALL OF THE UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.

10. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY TO MAINTAIN HEALTHY PLANT CONDITIONS.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS UNTIL FINAL ACCEPTANCE

12. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.

13. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR WARRANTY PERIOD. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING NORMAL PLANTING SEASON.

14. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.

15. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.

16. WHERE SHOWN ON THE PLANS AND DETAILS, PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH HARDWOOD MULCH FROM A LOCAL SOURCE HARVESTED IN A SUSTAINABLE MANNER TO A MINIMUM DEPTH OF THREE (3) INCHES.

17. ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.

18. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO.1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.

19. ALL INVASIVE/EXOTIC SPECIES AND PROHIBITED TREE SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITH NO DAMAGE TO ADJACENT EXISTING TREES.

20. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A COPY OF THE PROJECT SPECIFICATIONS PRIOR TO BIDDING.

REVISIONS					
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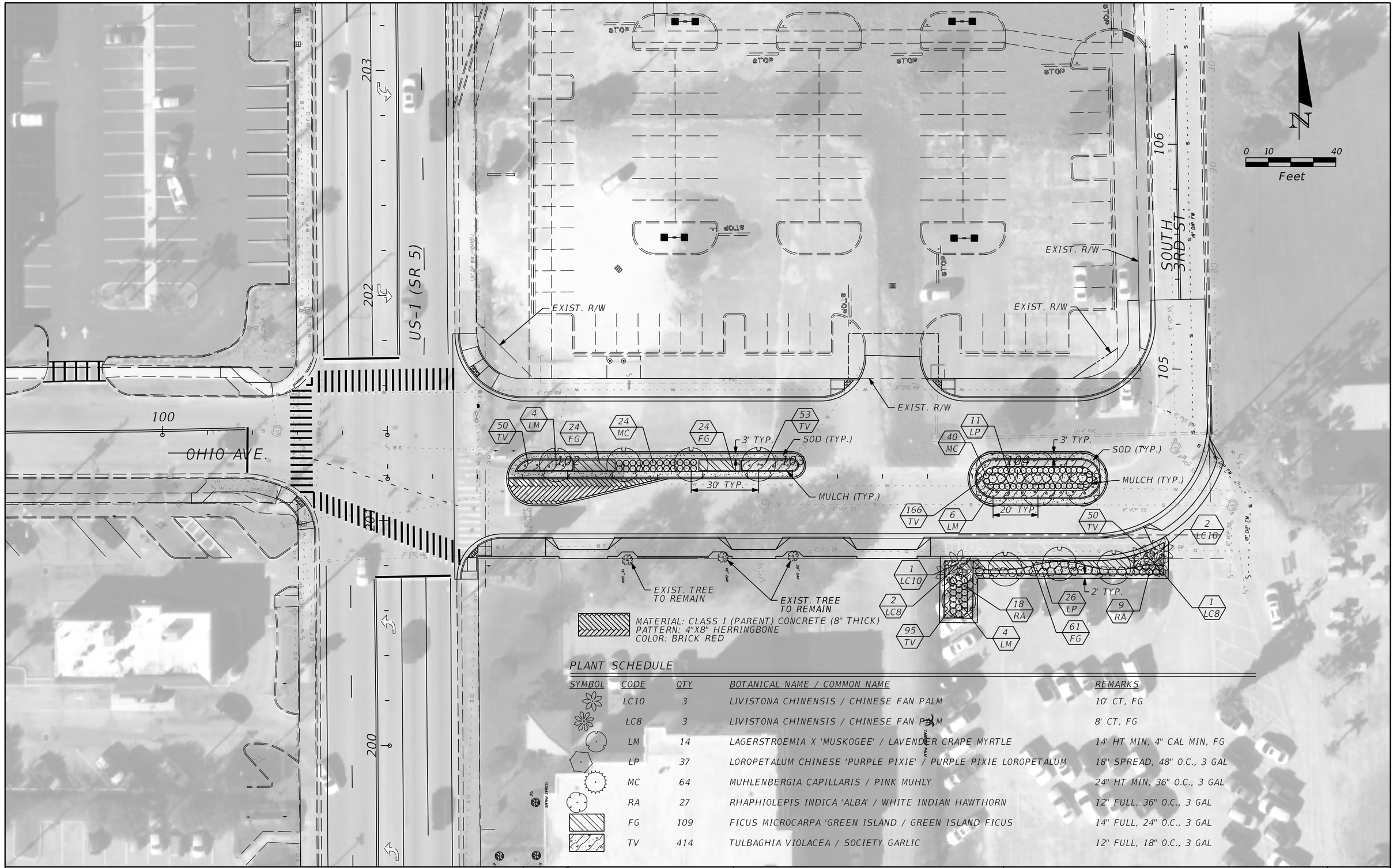
CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

LANDSCAPE
GENERAL NOTES

SHEET NO.
19



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME / COMMON NAME	REMARKS
	LC10	3	LIVISTONA CHINENSIS / CHINESE FAN PALM	10' CT, FG
	LC8	3	LIVISTONA CHINENSIS / CHINESE FAN PALM	8' CT, FG
	LM	14	LAGERSTROEMIA X 'MUSKOGEE' / LAVENDER CRAPE MYRTLE	14' HT MIN, 4" CAL MIN, FG
	LP	37	LOROPETALUM CHINESE 'PURPLE PIXIE' / PURPLE PIXIE LOROPETALUM	18" SPREAD, 48" O.C., 3 GAL
	MC	64	MUHLENBERGIA CAPILLARIS / PINK MUHLY	24" HT MIN, 36" O.C., 3 GAL
	RA	27	RHAPHIOLEPIS INDICA 'ALBA' / WHITE INDIAN HAWTHORN	12" FULL, 36" O.C., 3 GAL
	FG	109	FICUS MICROCARPA 'GREEN ISLAND / GREEN ISLAND FICUS	14" FULL, 24" O.C., 3 GAL
	TV	414	TULBAGHIA VIOLACEA / SOCIETY GARLIC	12" FULL, 18" O.C., 3 GAL

REVISIONS

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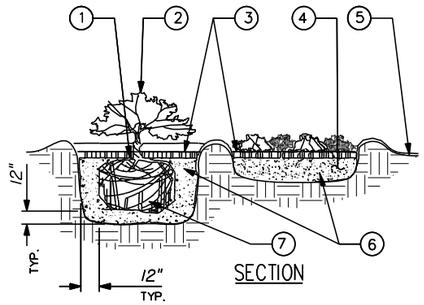
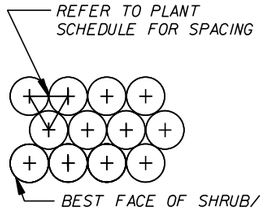
CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

LANDSCAPE & HARDSCAPE

SHEET NO. 20

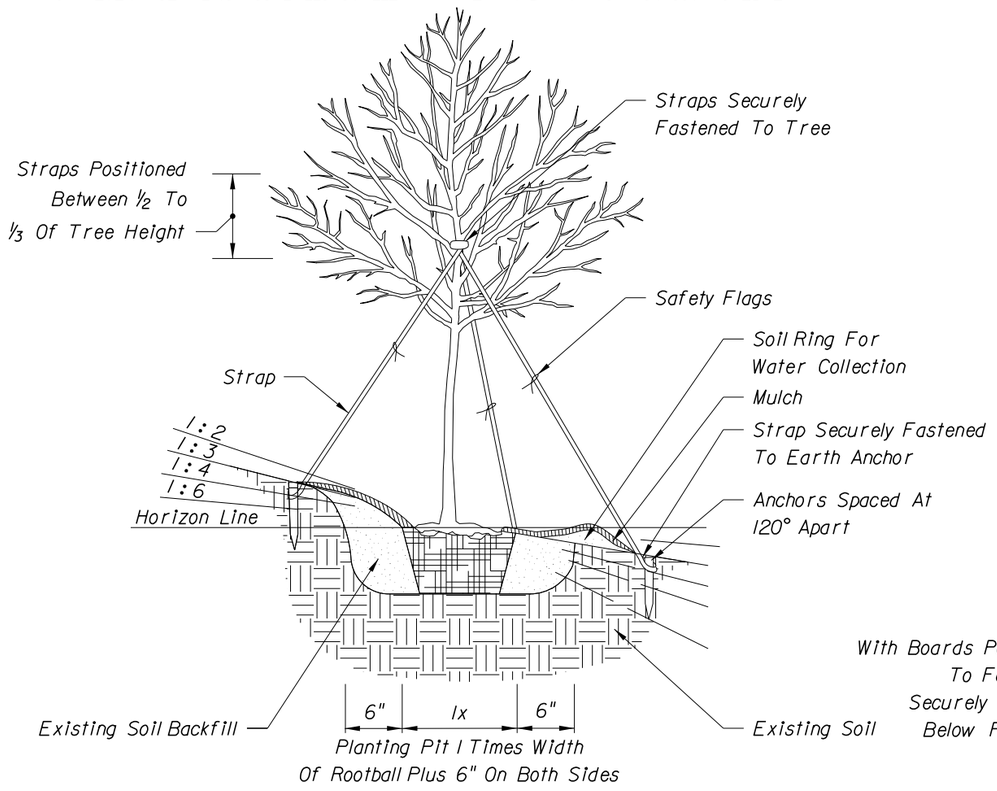




A SHRUB/GROUND COVER PLANTING DETAIL

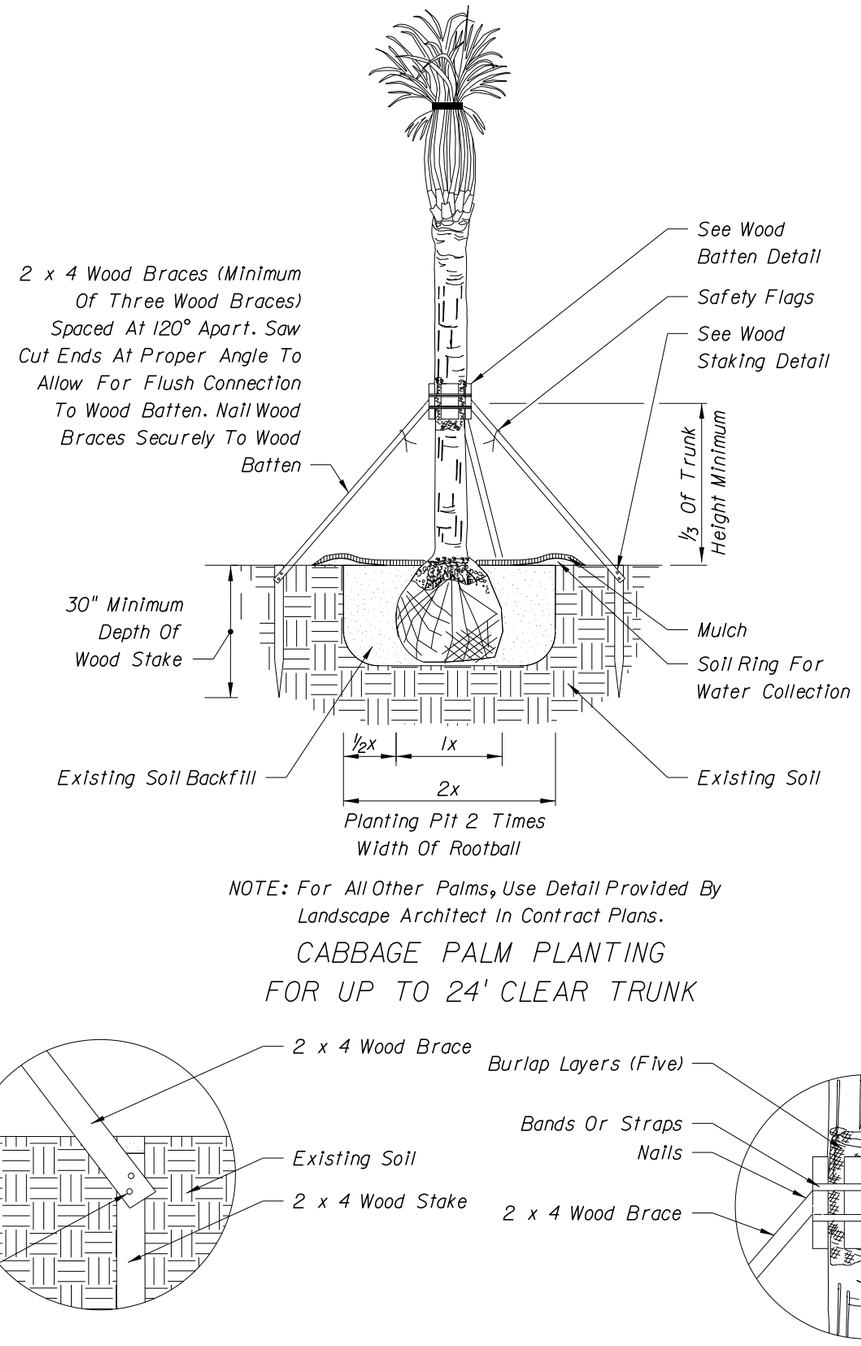
NTS

1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. WHEN USED IN MASSES- PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT
3. 4" MINIMUM OF MULCH COMPACTED OR AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. 4" MINIMUM OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND- COVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
7. SCARIFY ROOTBALL SIDES AND BOTTOM.
8. ROOTBALLS GREATER THAN 4" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING ROOTBALLS SMALLER THAN 24" IN DIA. MAY SIT ON COMPACTED EARTH.



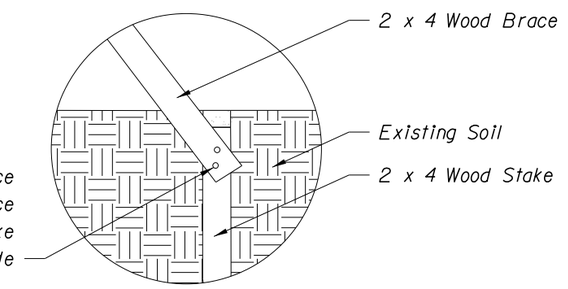
NOTE: Slope Provided As Rise:Run.

4" AND LARGER CALIPER TREE PLANTING ON SLOPE



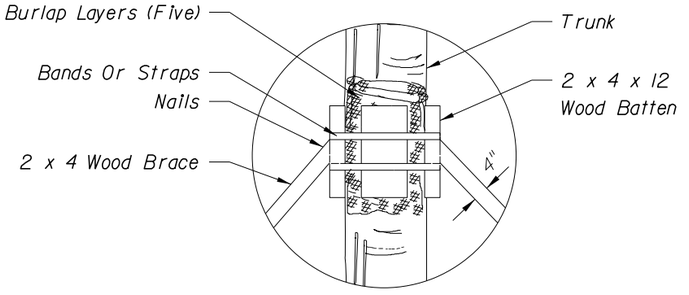
NOTE: For All Other Palms, Use Detail Provided By Landscape Architect In Contract Plans.

CABBAGE PALM PLANTING FOR UP TO 24' CLEAR TRUNK



NOTE: Stake Into Firm, Existing Soil.

WOOD STAKING DETAIL



WOOD BATTEN DETAIL

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CITY OF FORT PIERCE

OHIO AVENUE ROADWAY IMPROVEMENTS

LANDSCAPE DETAILS

SHEET NO. 21

IRRIGATION SYSTEM NOTES:

1. THE IRRIGATION MAINLINE LAYOUT IS DIAGRAMMATIC. ANY CHANGES MADE IN THE IRRIGATION MAINLINE DUE TO FIELD CONDITIONS OR CONTRACTOR'S SUBMITTED DESIGN SHALL BE IN ACCORDANCE WITH THESE STANDARDS.

2. SET SPRAY HEADS 6" AND ROTORS 12" IN FROM BACK OF CURB OR 24" IF PAVEMENT HAS NO CURB.

3. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL NECESSARY MODIFICATIONS REQUIRED TO MEET THE SCHEMATIC INTENT OF THESE PLANS PRIOR TO SUBMITTING PROPOSAL. THESE PLANS OUTLINE THE OVERALL LAYOUT THE SYSTEM AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ZONE THE SYSTEM ACCORDINGLY BASED ON FLOW AND PRESSURE AVAILABLE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE FOLLOWING BUT NOT LIMITED TO AVAILABLE FLOW, AVAILABLE PRESSURE, CONNECTION ASSEMBLY, CAPACITY OF THE SYSTEM.

4. IRRIGATION SHALL NOT BE COMBINED ON A SINGLE ZONE AND SHALL BE ZONED ACCORDING TO IRRIGATION TYPE, PRECIPITATION RATE, AND THE SYSTEM'S AVAILABLE WATER / PRESSURE. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO OWNER FOR REVIEW PRIOR TO INSTALLATION.

5. VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THESE PLANS-CONTRACTOR SHALL FIELD VERIFY.

6. CONTRACTOR TO FIELD VERIFY ALL POINT OF CONNECTION SOURCE INFORMATION INCLUDING PSI AND GPM PRIOR TO CONSTRUCTION.

7. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY COMPLETION OF ALL WORK ON-SITE.

8. CONTRACTOR SHALL COORDINATE WITH THE PLANTING PLAN FOR PLANTER BED AND TREE LOCATIONS TO ENSURE ALL PLANT MATERIAL IS COVERED BY 100% HEAD-TO-HEAD IRRIGATION.

9. CONTRACTOR SHALL PROVIDE "AS-BUILT" DRAWINGS OF THE FINAL INSTALLATION TO OWNER AT SUBSTANTIAL COMPLETION BEFORE RECEIVING FINAL PAYMENT.

10. PRODUCTS SHALL BE AS SPECIFIED OR APPROVED EQUAL.

PRE-APPROVED MANUFACTURERS:
1. TORO
2. HUNTER
3. RAINBIRD

13. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE OWNER/GENERAL CONTRACTOR. WORK IN THE R.O.W. SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE JURISDICTION.

14. LOCATE ALL IRRIGATION LINES WITHIN LANDSCAPED AREAS WHENEVER POSSIBLE. ALL LINES UNDER PAVEMENT MUST BE SLEEVED WITHIN SCH. 40 PVC 2X SIZE OF PIPE AND FREE OF STONES/DEBRIS. ALL VALVES SHALL BE LOCATED WITHIN LANDSCAPED AREAS.

15. MAINLINE SHALL NOT BE LOCATED WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.

16. THE IRRIGATION CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE FOR SLEEVING AND DIRECTIONAL BORES.

17. ALL SLEEVES UTILIZED BY THE IRRIGATION CONTRACTOR WHETHER INSTALLED BY HIM OR NOT, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE DEPTH BELOW FINISH GRADE, TO THE NEAREST FOOT OF EACH END OF THE SLEEVE SHALL BE NOTED AT EACH SLEEVE LOCATION ON THE "AS-BUILT" DRAWINGS. ALL SLEEVES ON PLAN FOR WALL PENETRATIONS AND UNDER SIDEWALKS SHALL BE SIZED TWO PIPE SIZES GREATER THAN THE PIPE IT CARRIES.

18. ALL PRESSURIZED MAINLINES AND LATERALS UNDER PAVEMENT SHALL BE WITHIN SCH. 40 PVC SLEEVES. WHERE ELECTRIC OR HYDRAULIC VALVE CONTROL LINES PASS THROUGH A SLEEVE WITH OTHER MAIN OR LATERAL LINES THEY SHALL BE CONTAINED WITHIN A SEPARATE, SMALLER CONDUIT.

19. NUMBER THE TOP OF ALL VALVE BOX LIDS WITH MINIMUM 1" HEIGHT BLACK LETTERS TO CORRESPOND TO AUTOMATIC AND GATE VALVE DESIGNATIONS. ALL HOSE BIBB VALVE BOXES SHALL BE LABELED IN A SIMILAR MANNER WITH THE DESIGNATION "HB". LETTER OUTSIDE OF TIME CLOCK CABINETS TO CORRESPOND WITH IRRIGATION CLOCK PROGRAM DESIGNATION.

20. THE IRRIGATION CONTRACTOR SHALL INSTALL A COLOR CODED METAL DETECTABLE MARKING TAPE WHICH CLEARLY NOTES: "CAUTION: IRRIGATION LINE BURIED BELOW." THE TAPE SHALL BE INSTALLED THE FULL LENGTH OF THE IRRIGATION MAINLINE.

21. ELECTRIC SERVICE TO THE CONTROLLER SHALL BE PROVIDED BY THE GENERAL CONTRACTOR.

22. ALL 24 VAC WIRING FROM DECODER TO VALVE SHALL BE OF DIRECT BURIAL COPPER WIRE. MAXIMUM LENGTH OF WIRE FROM DECODER TO VALVE SHALL NOT EXCEED 400 FEET. AS FOLLOWS:
CONTROL WIRES - #14
COMMON WIRES - #14

23. ALL VALVES, SPLICES WITHIN CONTROL LINES, AND QUICK COUPLERS SHALL BE LOCATED WITHIN NDS VALVE BOXES AS FOLLOWS:

-RECTANGULAR 12"X17" HEAVY DUTY BOX. (PURPLE COVER FOR REUSE TO BE PROVIDED WHERE APPROPRIATE).

24. ALL IRRIGATION HEADS/DRIP TUBING SHALL BE LOCATED ONE (1) FOOT FROM BACK OF CURB WHEN NEXT TO A ROADWAY. (THIS SHALL NOT INCLUDE PARKING AREAS OR DRIVE AISLES).

25. HEADS, LATERALS, EMITTERS, AND VALVES ARE NOT SHOWN, BUT ARE NECESSARY FOR A FULLY FUNCTIONING IRRIGATION SYSTEM.

26. LOCATE ALL VALVES IN PLANTING BEDS WITH A MINIMUM OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. PIPE SIZES ON EITHER SIDE OF SECTION VALVES CONNECTING MAINLINE TO SECTION LATERAL SHALL BE ONE (1) PIPE SIZE LARGER THAN VALVE SIZE. WHERE MAINLINES RUN PARALLEL TO PAVEMENT OR CURBING, THE MAINLINE SHALL BE OFFSET 2'-0" FROM THE EDGE OF PAVEMENT OR CURB.

27. IRRIGATION ZONES SHALL BE SEPARATED FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT WATERING CYCLES. BUBBLERS, DRIPLINE, AND SPRAY HEADS SHALL BE SEPARATED ON DIFFERENT VALVES. AT NO TIME SHALL MULTIPLE IRRIGATION HEAD TYPES BE LOCATED ON THE SAME VALVE.

28. ALL WIRING FOR CONNECTION OF THE VALVES TO THE CONTROLLER SHALL FOLLOW MANUFACTURERS SPECIFICATIONS. IF REQUIRED, ALL WIRING FOR A TWO WIRE PATH SHALL BE WITH RED/BLUE TWISTED PAIR 14 AWG. ELECTRIC CONTROL LINES FROM THE DECODER TO THE SOLENOID VALVES SHALL BE TWISTED PAIR 18 AWG. ALL DECODERS SHALL BE GROUNDED EVERY 1,000 L.F. OR EVERY 10 DEVICES. ALL WIRE SHALL BE FURNISHED IN MINIMUM 2,500' REELS AND SPLICING SHALL BE MINIMIZED. BURY SPLICE KIT. ALL 24 VOLT WIRING SHALL BE DONE IN ACCORDANCE WITH EXISTING CODES. SPLICING SHALL BE IN VALVE BOXES OR CONTROLLERS ONLY. IRRIGATION SYSTEM CONTROL SHALL BE TWO WIRE PATH. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S REQUIREMENTS FOR THIS INSTALLATION. TWO WIRE SYSTEM SHALL HAVE 2-WAY COMMUNICATIONS FIELD PROGRAMMABILITY, STATION SPECIFICATIONS AND INTEGRATED SURGE PROTECTION.

29. ALL CONTROL WIRE SHALL BE INSTALLED IN A 1¼" ELECTRICAL CONDUIT.

30. SMALLEST DIAMETER LATERAL PIPE SHALL BE 3/4".

31. IRRIGATION SYSTEM SHALL BE CAPABLE OF SUPPLYING AN AVERAGE OF 1.05" OF WATER PER WEEK WITHIN WATERING RESTRICTIONS AS APPLICABLE.

32. IRRIGATION SYSTEM SHALL NOT BE INSTALLED THROUGH EXISTING, OR PRESERVED PLANT COMMUNITIES. DO NOT TRENCH THROUGH EXISTING ROOT SYSTEMS OF ANY VEGETATION INTENDED TO BE PRESERVED.

33. CONTRACTOR TO MINIMIZE IRRIGATION OVERTHROW TO IMPERVIOUS AND NATURAL AREAS THROUGH FIELD ADJUSTMENTS TO INDIVIDUAL HEADS.

34. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR TO THE CONDITION DENOTED ON THE LANDSCAPE PLAN.

35. IRRIGATION PIPING INSTALLED UNDER ROADS AND SIDEWALKS SHALL BE IN SCHEDULE 40 PVC SLEEVING AT 2X THE PIPE SIZE. ALL SLEEVING SHALL BE FREE OF STONES AND DEBRIS.

36. IRRIGATION SOURCE TO BE POTABLE WATER. IRRIGATION CONTRACTOR TO VERIFY SOURCE PRIOR TO DESIGN.

37. POINT OF CONNECTION TO BE FIELD LOCATED. IRRIGATION SYSTEM CONNECTIONS TO THE LOCAL JURISDICTION SERVICE SHALL COMPLY WITH ALL APPLICABLE CODES.

38. IRRIGATION CONNECTION MAY REQUIRE BACKFLOW PREVENTION, VERIFY WITH LOCAL JURISDICTION.

39. IRRIGATION SYSTEM SHALL COMPLY WITH THE LOCAL JURISDICTION LAND DEVELOPMENT CODE

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CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

IRRIGATION GENERAL NOTES

SHEET NO.
22

P.O.C. PER LOCAL JURISDICTION REQUIREMENTS. COORDINATE WITH OWNER AND PROJECT LANDSCAPE ARCHITECT FOR FINAL LOCATION. SHOWN HERE FOR CLARITY.

CONTRACTOR TO AVOID INTERFERENCE WITH ALL UNDERGROUND UTILITIES (EXISTING AND PROPOSED). CONTRACTOR TO COORDINATE WITH OTHER DISCIPLINES FOR LOCATION OF ALL EXISTING AND PROPOSED UTILITIES.

P.O.C

1¼"

LATERAL SLEEVING (TYP.)

MAIN LINE SLEEVING (TYP.)

CONTRACTOR SHALL LOCATE CONTROLLER WITHIN A STAINLESS STEEL CABINET AND SHALL BE PAD MOUNTED PER DETAIL. CONTROLLER SHALL BE LOCATED THE WITHIN 2' SOD STRIP IN PLANTING BED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE P.O.C. FOR INCLUSION INTO THE SYSTEM (INCLUDES ALL NECESSARY BORING, TRENCHING, ETC.)

CONTRACTOR TO ADJUST ALL OVERHEAD SPRAY HEADS TO ENSURE MINIMAL OVER-SPRAY OCCURS ON ANY HARDSCAPE SURFACE (TYP.)

MAINLINE SHOWN FOR CLARITY. INSTALL MAINLINE AND VALVE 6" FROM B.O.C. WHEN POSSIBLE. COORDINATE WITH OTHER DISCIPLINES TO AVOID CONFLICTS (TYP.)

COORDINATE/DISCUSS PROJECT LIMITS WITH GENERAL CONTRACTOR TO ENSURE ALL IRRIGATION EQUIPMENT IS INSTALLED WITHIN PROJECT AREA.

0 10 40
Feet

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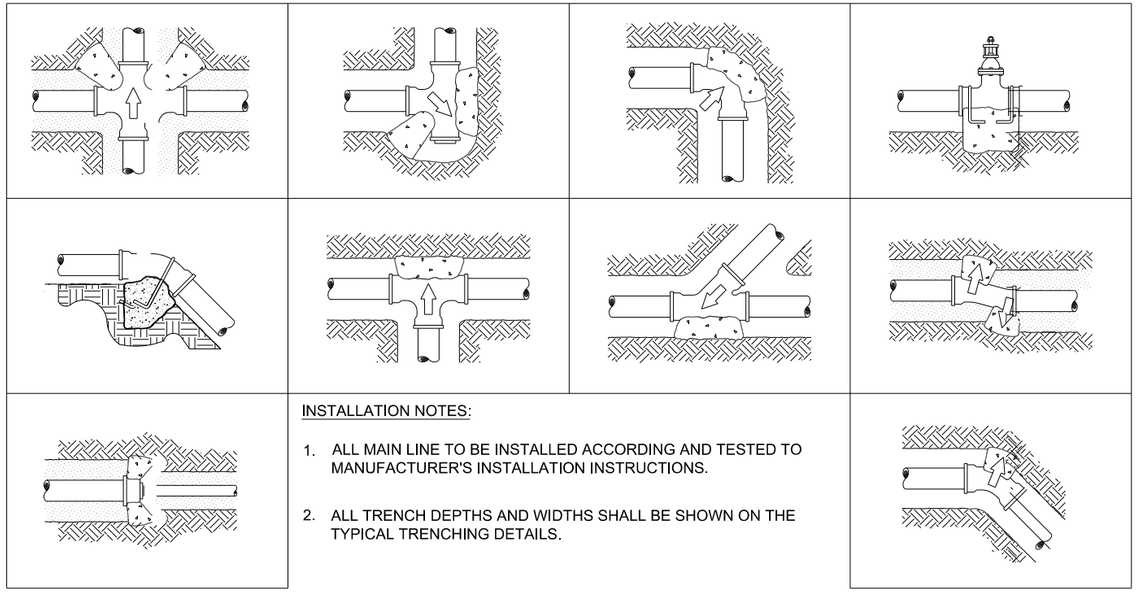
CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

IRRIGATION PLAN

SHEET NO. 23

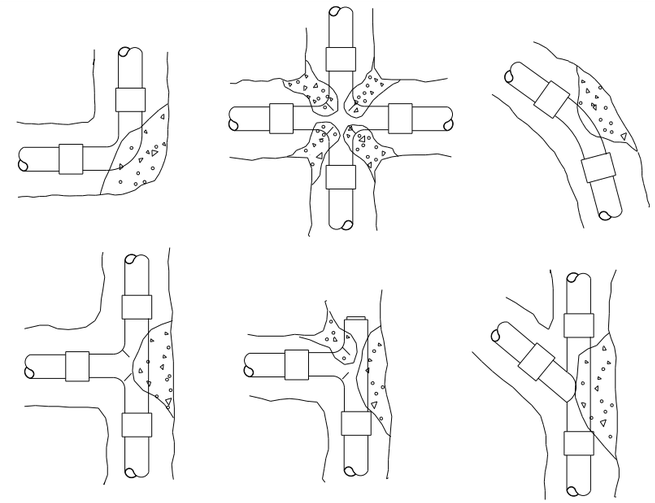


INSTALLATION NOTES:

1. ALL MAIN LINE TO BE INSTALLED ACCORDING AND TESTED TO MANUFACTURER'S INSTALLATION INSTRUCTIONS.

2. ALL TRENCH DEPTHS AND WIDTHS SHALL BE SHOWN ON THE TYPICAL TRENCHING DETAILS.

TYPICAL THRUST BLOCK
SECTION — NTS

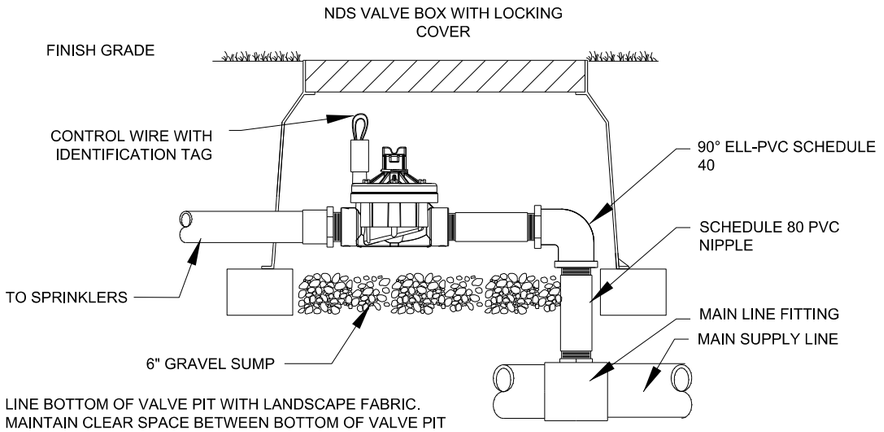


INSTALLATION NOTES

1. 3000 PSI CONCRETE OR BETTER IS TO BE USED FOR THRUST BLOCKS.
2. FOR 45°/90° FITTINGS, MINIMUM OF 2 CUBIC FEET OF CONCRETE TO BE USED.
3. FOR 22-1/2° FITTINGS, MINIMUM OF 0.5 CUBIC FEET OF CONCRETE TO BE USED.
4. FOR TEES, MINIMUM OF 2 CUBIC FEET OF CONCRETE TO BE USED. THRUST

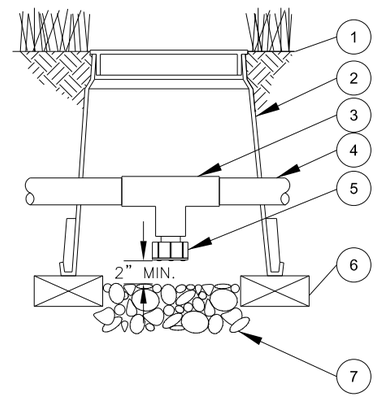
BLOCKS REQUIRED FOR IRRIGATION MAINLINE 2 1/2" AND LARGER.

THRUST BLOCK REINFORCEMENT
SECTION — NTS



LINE BOTTOM OF VALVE PIT WITH LANDSCAPE FABRIC. MAINTAIN CLEAR SPACE BETWEEN BOTTOM OF VALVE PIT AND VALVE. DO NOT ALLOW BOX TO REST ON PIPE.

TYPICAL CONTROL VALVE
SECTION — NTS



1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER:
3. PVC SCH 40 TEE
4. PVC LATERAL PIPE
5. FILTERED DRAIN VALVE:
6. BRICK (1 OF 2)
7. 6-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

DRAIN VALVE
SECTION — NTS

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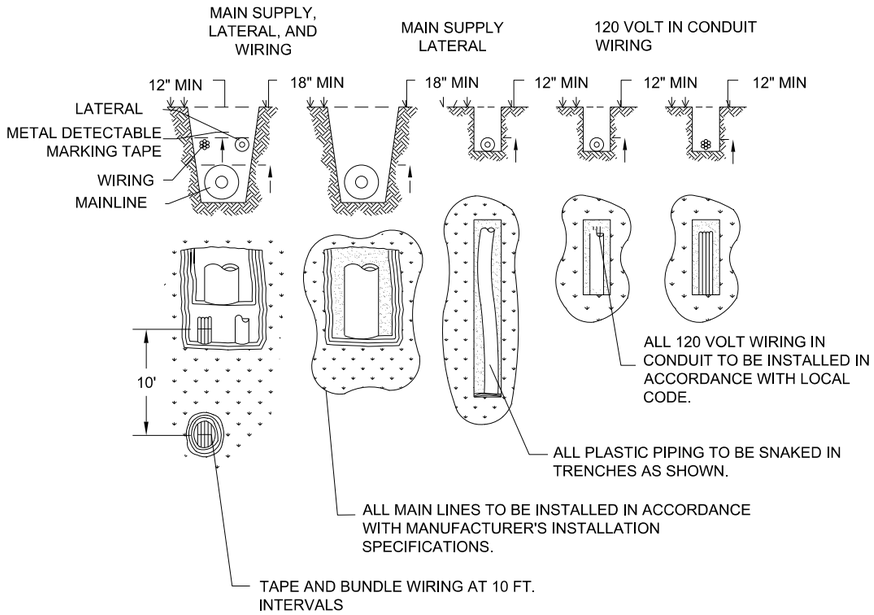
CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

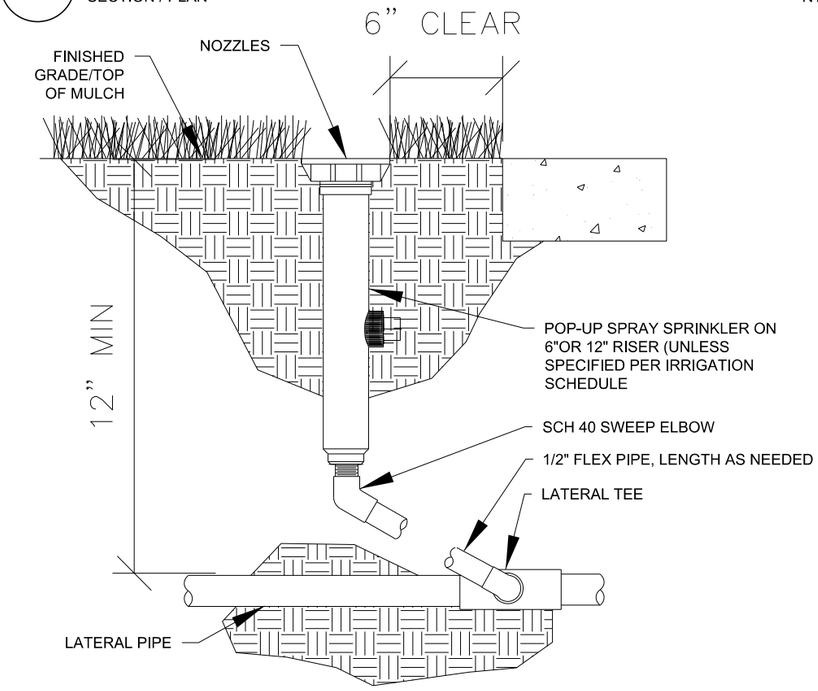
IRRIGATION DETAILS

SHEET NO. 24



TYPICAL TRENCHING

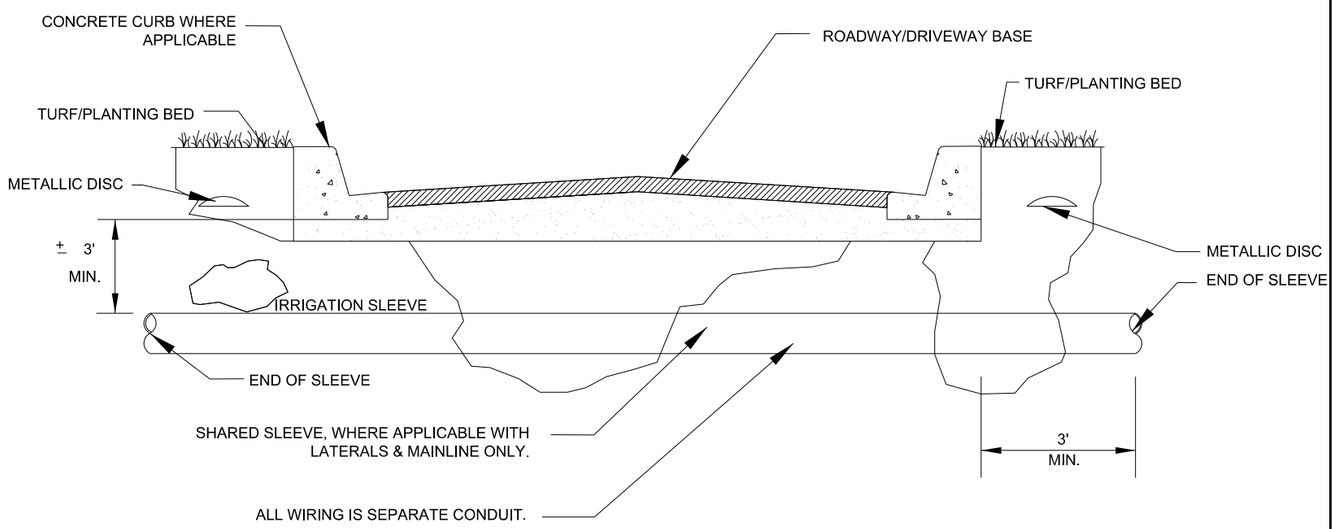
SECTION / PLAN — NTS



TYPICAL SPRAY / ROTAR HEAD

1" = 1"

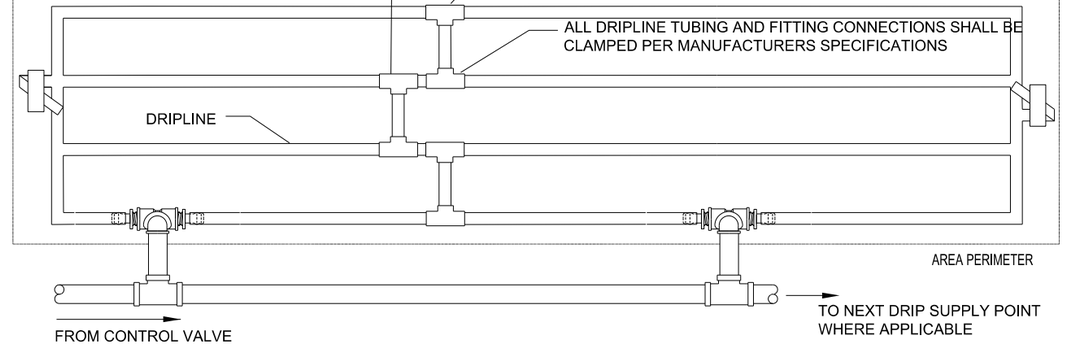
SECTION — NTS



TYPICAL SLEEVING

SECTION — NTS

WHEN DRIPLINE REQUIRES MULTIPLE SUPPLY POINTS EACH POINT SHALL BE CONNECTED UTILIZING RAINBIRD FITTINGS.



CONTRACTOR TO REFER TO IRRIGATION PLAN FOR LOCATION OF CONTROL VALVES THAT UTILIZE MULTIPLE DRIPLINE SUPPLY CONNECTIONS. IF NOT SHOWN, INSTALL WITHIN ADJACENT GREEN AREA NOT IN A HIGHLY VISIBLE AREA.

NOTE:

1. DRIP TUBING TO BE ROUTED IN THE PLANT MATERIAL BED WITH AT MAXIMUM LATERAL SPACING OF 16 INCHES.
2. DRIP TUBING TO BE INSTALLED IN A GRID PATTERN. DRIP TUBING SHALL NOT BE INSTALLED IN A LONG CONTINUOUS RUN.
3. CONTRACTOR TO REFER TO IRRIGATION PLAN FOR LOCATION OF CONTROL VALVES THAT UTILIZE MULTIPLE DRIPLINE SUPPLY CONNECTIONS (IF SHOWN).

TYPICAL DRIP LINE

PLAN — NTS

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CITY OF FORT PIERCE

OHIO AVENUE ROADWAY IMPROVEMENTS

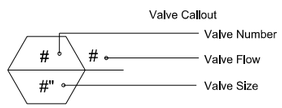
IRRIGATION DETAILS

SHEET NO. 25

2017-09-28 08:58

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
LST RST SST	HUNTER MP STRIP PROS-06-PRS40-CV-R TURF ROTATOR, 6" (15.24 CM) POPUP WITH FACTORY INSTALLED CHECK VALVE, RECLAIMED BODY CAP, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE ON PRS40 BODY. LST=IVORY LEFT STRIP, SST=BROWN SIDE STRIP, RST=COPPER RIGHT STRIP.	46	40
M L O	HUNTER MP1000 PROS-12-PRS40-CV SHRUB ROTATOR, 12" (30.48 CM) POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE. M=MAROON ADJ ARC 90 TO 210, L=LIGHT BLUE 210 TO 270 ARC, O=OLIVE 360 ARC ON PRS40 BODY.	27	40
K G R	HUNTER MP2000 PROS-12-PRS40-CV SHRUB ROTATOR, 12" (30.48 CM) POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE. K=BLACK ADJ ARC 90-210, G=GREEN ADJ ARC 210-270, R=RED 360 ARC ON PRS40 BODY.	6	40
●	HUNTER MP CORNER PROS-12-PRS40-CV SHRUB ROTATOR, 12" (30.48 CM) POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE. T=TURQUOISE ADJ ARC 45-105 ON PRS40 BODY.	1	40
LST RST SST	HUNTER MP STRIP PROS-12-PRS40-CV SHRUB ROTATOR, 12" (30.48 CM) POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE. LST=IVORY LEFT STRIP, SST=BROWN SIDE STRIP, RST=COPPER RIGHT STRIP, ON PRS40 BODY.	9	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
◕	RAIN BIRD PEB-PRS-D 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION. WITH PRESSURE REGULATOR MODULE.	2
C	RAIN BIRD ESP8-LMXE W/ STAINLESS STEEL ENCLOSURE AND PEDESTAL	1
P.O.C	POINT OF CONNECTION 1-1/2" TIE INTO EXISTING MAIN	1
———	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	1,262 L.F.
— — — —	IRRIGATION MAINLINE: PVC SCHEDULE 40	65.5 L.F.
— — — —	PIPE SLEEVE: PVC SCHEDULE 40 MAINLINE SLEEVE	31.0 L.F.
═══	PIPE SLEEVE: PVC SCHEDULE 40 LATERAL SLEEVE	100.5 L.F.



VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	FRICTION LOSS	VALVE LOSS	PSI	PSI @ POC	PRECIP
1	RAIN BIRD PEB-PRS-D	1"	TURF ROTARY	16.06	5.86	2.47	48.33	49.35	1.00 in/h
2	RAIN BIRD PEB-PRS-D	1-1/2"	SHRUB ROTARY	16.81	2.70	3.90	46.60	47.86	0.57 in/h

CRITICAL ANALYSIS

Generated: 2017-09-28 08:56

P.O.C. NUMBER: 01
Water Source Information: TIE INTO EXISTING MAIN

FLOW AVAILABLE
Point of Connection Size: 1-1/2"
Flow Available: 47.66 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 55.00 psi
Pressure Available: 55.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 16.81 gpm
Flow Available at POC: 47.66 gpm
Residual Flow Available: 30.85 gpm

Critical Station: 1
Design Pressure: 40.00 psi
Friction Loss: 5.33 psi
Fittings Loss: 0.53 psi
Elevation Loss: 0.00 psi
Loss through Valve: 2.47 psi
Pressure Req. at Critical Station: 48.33 psi
Loss for Fittings: 0.09 psi
Loss for Main Line: 0.93 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 0.00 psi
Critical Station Pressure at POC: 49.35 psi
Pressure Available: 55.00 psi
Residual Pressure Available: 5.65 psi

THIS IRRIGATION PLAN IS DESIGN TO THE FOLLOWING STATS: 55 PSI AND 47.66 GPM. CONTRACTOR TO VERIFY WATER AVAILABILITY/PRESSURE AND CONTACT THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION IF A SYSTEM HAS +/- 5 PSI THAN DESIGN PRESSURE.

SYSTEM DEMAND

FLOW TOTALS
Shrub Rotary: 16.8
Turf Rotary: 16.1
Total: 32.9 GPM

IRRIGATION SYSTEM USAGE:
+/- 4,064.4 SF
4,064 SF x .0875 = 355.6 CF (ASSUMING 1.05" OF IRRIGATION PRECIPITATION)
356 CF x 7.854 (GALLONS TO COVER 1.05") = 2,796 GALLONS (COVER SITE WITH 1.05" OF IRRIGATION PRECIPITATION

2,796 GALLONS / 7 DAYS = 399 GALLONS PER DAY (+/-)
399 GALLONS PER DAY x 30.4 = 12,129.6 GALLONS PER MONTH (+/-)
12,130 GALLONS PER MONTH x 12 = 145,560 GALLONS PER YEAR (+/-)

IRRIGATION SYSTEM USAGE:
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4,064 SF x .0875 = 355.6 CF (ASSUMING 1.05" OF IRRIGATION PRECIPITATION)
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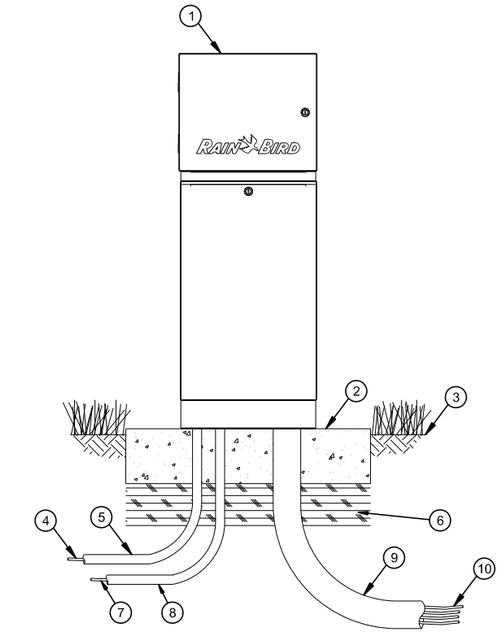
399 GALLONS PER DAY x 30.4 = 12,129.6 GALLONS PER MONTH (+/-)
12,130 GALLONS PER MONTH x 12 = 145,560 GALLONS PER YEAR (+/-)

NOTE:
- FIRST YEAR WATERING SCHEDULE TO BE 1" OF WATER PER WEEK.
- CONTRACTOR TO PROVIDE A LAMINATED IRRIGATION SCHEDULE THAT SHALL BE ATTACHED TO THE IRRIGATION CONTROLLER.



D IRRIGATION CONTROLLER DETAIL

(1) IRRIGATION CONTROLLER: RAIN BIRD IQ ESP-LXME SATELLITE CONTROLLER WITH IQ NCC RS232 CARTRIDGE IN LXMM METAL CABINET AND LXMMPED METAL PEDESTAL. INSTALL CONTROLLER, CABINET AND PEDESTAL PER MANUFACTURER'S RECOMMENDATIONS.

(2) CONCRETE PAD: 6-INCH MINIMUM THICKNESS (3 KSI MIN.)

(3) FINISH GRADE

(4) POWER SUPPLY WIRE

(5) 1-INCH SCH 40 PVC CONDUIT AND FITTINGS AND SWEEP ELL TO POWER SUPPLY

(6) COMPACTED SUBGRADE

(7) RS232 SERIAL CABLE TO IQ CENTRAL CONTROL COMPUTER (MAXIMUM LENGTH 50 FEET)

(8) 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR RS232 SERIAL CABLE TO IQ CENTRAL CONTROL COMPUTER

(9) 3-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR STATION WIRES

(10) WIRES TO REMOTE CONTROL VALVES

NOTES:

1. IQ ESP-LXME CONTROLLER IS AVAILABLE IN 8- OR 12-STATION BASE MODELS. ADDITIONAL MODULES IN 4-, 8- AND 12-STATION VERSIONS MAY BE ADDED TO BRING THE CONTROLLER UP TO 48 STATIONS MAXIMUM.
2. FOR EASE OF INSTALLATION INTO A CONTROLLER WITH MORE THAN 24 STATIONS, INSTALL A JUNCTION BOX AT THE BASE OF CONTROLLER AND TRANSITION LARGER VALVE AND COMMON WIRES FROM FIELD TO 18 AWG MULTI CONDUCTOR WIRE TO BE USED IN CONTROLLER.
3. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.
4. USE PE-CABLE WITH SHORT HAUL MODEMS FOR INSTANCES WHERE CONTROLLER IS MORE THAN 50 FEET FROM IQ CENTRAL CONTROL COMPUTER.

REVISIONS

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CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

IRRIGATION DETAILS

SHEET NO. 26

1. CONTRACTOR SHALL CONTACT CITY OF FORT PIERCE PROJECT MANAGER ED SEISSIGER AT (772-460-2200) 24 HOURS PRIOR TO BEGINNING ANY WORK AT THE INTERSECTION.

2. ALL EQUIPMENT/ MATERIALS TO BE APPROVED BY THE CITY OF FORT PIERCE TRAFFIC OPERATIONS DIVISION.
   A. CITY OF FORT PIERCE IS STANDARDIZED ON ECONOLITE CABINETS, CONTROLLERS, AND VIDEO DETECTION. ALL SIGNAL EQUIPMENT IS TO BE COMPATIBLE WITH EXISTING CITY OF FORT PIERCE CLOSED LOOP SYSTEM. MUST HAVE KNOWLEDGE OF THE ECONOLITE AIRES SYSTEM.

   B. ALL CABINETS TO BE TYPE V-TS2-T1 16 PHASE (8 SIGNAL PHASES, 4 PED AND 4 O/L) AND SHALL HAVE ILLUMINATED SIGN PANEL WITH PHOTOCELL, GENERATOR PANEL WITH TRANSFER SWITCH, DOOR MOUNTED FLEXIBLE LIGHT (GOOSE NECK). HONDA GENERATOR (EU-3000-IS) FOR EMERGENCY POWER.
   US ROBOTICS 56K FAX MODEM WITH A MIN 500W UPS IN ALL MASTER CABINETS.

   C. ELECTRICAL SERVICE TO BE 2-120 VOLTS, ONE WITH A 50 AMP BREAKER AND ONE WITH A 20 AMP BREAKER.

   D. SERVICE RISER-USE 1 1/2" IMC ON SERVICE POLE. CONTRACTOR SHALL INSTALL RIGID CONDUIT STRAPS (ONE AT 18 INCHES ABOVE GRADE AND ONE AT 12 INCHES ABOVE AND/OR BELOW SERVICE CAN. (5 FOOT MAXIMUM SPACING) (DOES NOT APPLY TO MAST ARMS).

   E. WIRING TO BE AS PER CITY RECOMMENDATIONS SHEET. CONTRACTOR SHALL VERIFY CITY OF FORT PIERCE COLOR CODES PRIOR TO ORDERING WIRE.

   F. CONTROLLER BASE AND SERVICE PAD TO BE MONOLITHIC POUR WITH A FINISHED GRADE 18" ABOVE BACK OF CURB.

   G. MAST ARM AND POLES SHALL BE GALVANIZED (AND NOT PAINTED). WITH ELONGATED HANDHOLE COVERS AND 25 POSITIONS STAINLESS STEEL TERMINAL BLOCK SHALL BE MOUNTED MIN.

3. 20 CONDUCTOR SIGNAL CABLE TO EACH MAST ARM MIN. C OR J HOOKS AT ARM WITH HAND HOLE.

4. CITY OF FORT PIERCE WILL REQUIRE AN INSPECTION OF SERVICE PRIOR TO CONTACTING POWER COMPANY FOR HOOK-UP.

5. CONTRACTOR WILL INSURE A MINIMUM OF ONE (1) IMSA CERTIFIED LEVEL II SIGNAL TECHNICIAN IS PRESENT DURING ALL PHASES OF CONSTRUCTION OR IS AVAILABLE WITHIN (2) HOURS NOTICE - 24 HOURS PER DAY / 7 DAYS PER WEEK FROM THE LETTING OF CONTRACT TO FINAL ACCEPTANCE OF COMPLETED PROJECT.

6. THE CONTRACTOR SHALL PROVIDE FOUR COPIES OF MARKED-UP (AS-BUILT) CONSTRUCTION PLANS, AND CAD FILE OF SUCH, AT THE TIME OF SIGNAL ACCEPTANCE INSPECTION BY CITY OF FORT PIERCE. (AS-BUILT SHALL BE ENLARGED A MIN. OF 200%).

7. THE CONTRACTOR SHALL NOTIFY CITY OF FORT PIERCE TRAFFIC OPERATIONS AT LEAST 24-HRS IN ADVANCE OF INSTALLING GROUND RODS OR UNDERGROUND CONDUIT SO THAT THESE OPERATIONS MAY BE OBSERVED. 25 OHM MAX RESISTANCE ON ALL GROUND WIRES.

8. THE CONTRACTOR SHALL MAKE ALL VIDEO DETECTORS INSTALLED AS PART OF THE PROJECT FULLY OPERATIONAL IN ACCORDANCE WITH THEIR ASSOCIATED INTERSECTION SIGNAL TIMING CHART WITHIN 24 HOURS OF THEIR INSTALLATION.

9. ALL FIELD WIRING SHALL BE NEATLY BUNDLED AND CLEARLY IDENTIFIED WITH PERMANENT LEGIBLE, WEATHERPROOF TAGS THAT ARE SECURELY ATTACHED TO EACH CABLE. THE TAGGING SYSTEM PROPOSED SHALL BE SUBMITTED FOR APPROVAL WITH ALL OF THE OTHER EQUIPMENT SUBMITTALS REQUIRED FOR THIS PROJECT.

10. THREE SPARE WIRES ARE REQUIRED PER SIGNAL CABLE. SPARES SHALL BE BOUND AND GROUNDED IN CABINET.

11. CITY OF FORT PIERCE REQUIRES LED COUNTDOWN PEDESTRIAN SIGNAL HEADS WITH (T) BASES AND ALUMINUM-4 1/2" DIA. POLE.

12. ONE EXTRA CONDUIT WITH PULL WIRE AND ONE SPARE CONDUIT ON ALL DIRECTIONAL BORES SHALL BE PROVIDED.

13. ALL ILLUMINATED SIGNS SHALL BE RIGID MOUNT AND LED EDGE-LIT.

14. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATES FROM THE LETTING OF CONTRACT TO FINAL ACCEPTANCE.

15. WHENEVER SIGNAL WORK IS BEING PERFORMED IN AN INTERSECTION (INSTALLING CONDUIT IN THE STREET, REMOVING EXISTING SIGNAL EQUIPMENT, INSTALLING NEW SIGNAL EQUIPMENT, INSTALLING CAMERAS ETC,) AN ENFORCEMENT OFFICER SHALL DIRECT TRAFFIC. THE COST OF THE TRAFFIC CONTROL OFFICER SHALL BE INCLUDED UNDER PAY ITEM 102-1.

16. ALL TRAFFIC SIGNAL HEADS SHALL HAVE BACKPLATES AND SHALL BE LED.

17. THERE SHALL BE A 1-YEAR WARRANTY ON ALL PARTS FROM TIME OF FINAL ACCEPTANCE.

18. A 2 MAN BUCKET SHALL BE PROVIDED AT TIME OF INSPECTION.

19. THE CONTRACTOR SHALL PLACE PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGNS (PCMS) PRIOR TO CONSTRUCTION ACTIVITIES TO NOTIFY THE TRAVELING PUBLIC OF CONSTRUCTION ACTIVITIES.

20. EXCEPT AS OTHERWISE INDICATED THE FOLLOWING STANDARDS AND SPECIFICATION SHALL APPLY TO CONSTRUCTION AND MATERIALS FOR THIS PROJECT: THE CITY OF FORT PIERCE SPECIFICATIONS, THE FDOT DESIGN STANDARDS DATED FY 2017-2018, THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2017, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2009 EDITION WITH REVISIONS.

21. THE CONTRACTOR SHALL USE CAUTION WHEN WORKING IN OR AROUND AN AREA OF OVERHEAD TRANSMISSION AND UNDERGROUND UTILITIES.

22. TUNNEL VISORS ARE REQUIRED FOR ALL SIGNAL HEADS AND ARE INCLUDED IN PAY ITEMS 650-1-24 AND 650-1-29.

23. THE APPROPRIATE UTILITY COMPANY SHALL BE NOTIFIED BY THE CONTRACTOR FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING ITS UTILITIES SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT.

24. LOCATIONS OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO EXCAVATION.

25. A DISCONNECT SWITCH SHALL BE MOUNTED ON A SEPARATE POLE CLOSE TO THE CONTROLLER.

26. THE CONTROLLER BASE SHALL HAVE TWO (2) CONDUITS FOR COMMUNICATION CABLE IN ADDITION TO TWO (2) SPARES THAT ARE REQUIRED. THEY SHALL BE TERMINATED INTO THE COMMUNICATION PULL BOX.

27. CONTRACTOR SHALL COORDINATE WITH FLORIDA POWER AND LIGHT TO CONNECT ELECTRICAL SERVICE FEED LOCATION.

28. THE CONTROLLER CABINET SHALL BE ORIENTED WITH THE CABINET DOOR OPENING AWAY FROM THE INTERSECTION, SO THAT A TECHNICIAN CAN VIEW THE ENTIRE INTERSECTION WHILE WORKING IN THE CABINET.

29. A CONCRETE TECHNICIAN PAD SHALL BE CONSTRUCTED ADJACENT TO THE CONTROLLER AT SIDEWALK ELEVATION WITH A 6" EYEBOLT PROTRUDING FROM THE CONCRETE AT THE HINGE SIDE OF THE CABINET TO SECURE A GENERATOR.

30. TOP OF MAST ARM FOUNDATIONS WITHIN THE SIDEWALKS SHALL MATCH FINISH CONTOUR AND ELEVATION OF SIDEWALKS WITHOUT JOINTS. CONTRACTOR IS RESPONSIBLE FOR THE PROPER BOLT PROJECTION ABOVE FINISHED SIDEWALK GRADE.

31. OPTICAL VEHICLE DETECTOR SHALL BE ECONOLITE TERRA, AND SHALL BE CAPABLE OF MULTI-ZONE DETECTION. DETECTORS SHALL BE MOUNTED ABOVE THE MAST ARM USING ASTRO BRACKET HARDWARE AT A HEIGHT CAPABLE OF THE REQUIRED DETECTION AND AS RECOMMENDED BY THE SYSTEM MANUFACTURER. SHOP DRAWINGS TO BE SUBMITTED TO THE ST. LUCIE COUNTY TRAFFIC OPERATIONS DIVISION FOR APPROVAL AND MUST COMPLY WITH THE COUNTY'S VIDEO SYSTEM. ALL VIDEO POWER CABLES, PROCESSORS AND EQUIPMENT SHALL BE PROVIDED FOR A COMPLETE AND OPERATIONAL VIDEO DETECTION SYSTEM. MANUFACTURER SHALL BE PRESENT AT TURN ON FOR PROGRAMMING AND SETUP. THE CONTRACTOR SHALL MAKE ALL VIDEO DETECTORS FULLY OPERATIONAL WITHIN 24 HOURS OF THEIR INSTALLATION.

32. ALL PEDESTRIAN PUSH BUTTONS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT AND FDOT INDEX 17784.

33. ALL ILLUMINATED STREET NAME SIGNS SHALL BE SINGLE SIDED, WITH WHITE LETTERS ON GREEN BACKGROUND, BE RIGIDLY MOUNTED TO THE ARM AND BE WIRED TO A SINGLE PHOTO CELL LOCATED INSIDE THE CONTROLLER CABINET. COST OF PHOTO CELL SHALL BE INCLUDED IN THE COST OF ILLUMINATED SIGNS.

34. ALL NEW CONDUIT RUNS SHOWN ON THE PLANS ARE SCHEMATIC AND MAY REQUIRE FIELD ADJUSTMENT.

35. FINAL LOCATION AND ELEVATION OF ALL TRAFFIC SIGNAL POLE/MAST ARM ASSEMBLY EQUIPMENT SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO PROCUREMENT OF POLE/MAST ARM ASSEMBLIES TO VERIFY THAT THE ASSEMBLIES CAN BE INSTALLED IN THE LOCATIONS AS SPECIFIED IN THESE PLANS.

36. ALL SIGNS AND TRAFFIC SIGNAL EQUIPMENT THAT ARE REMOVED SHALL BE TURNED OVER TO CITY OF FORT PIERCE, WHICH IS THE MAINTAINING AGENCY AS DIRECTED BY THE ENGINEER. THE COST OF DELIVERY TO CITY OF FORT PIERCE SHALL BE INCLUDED IN THE REMOVAL OF RELATED SIGNAL PAY ITEM.

37. PULL BOXES ARE TO BE PLACED BEHIND CURB AND GUTTER, UNLESS CURB AND GUTTER ARE NOT PRESENT. IF CURB AND GUTTER ARE NOT PRESENT, PULL BOXES SHALL BE PLACED A MINIMUM OF 4 FEET FROM THE EDGE OF PAVEMENT OR AT THE BACK OF EXISTING RIGHT-OF-WAY, OR AS DIRECTED BY THE ENGINEER TO AVOID EXISTING UTILITIES.

38. THE CONTRACTOR SHALL HAND DIG HOLES FOR CONDUIT OR POLE FOUNDATIONS AT LOCATIONS WHERE THE DEPTH OF ANY UTILITY LINE MAY BE IN CONTACT WITH THE PROPOSED INSTALLATION.

39. REFER TO ROADWAY GENERAL NOTES FOR UTILITY CONTACT INFORMATION.

40. THE CONTROLLER SHALL OPERATE AS SIGNAL OPERATING PLAN 10 (SEE FDOT INDEX 17870) AS SHOWN IN PLANS.

41. SIGNAL TIMING DISPLAYED FOR LOCAL OPERATION ARE SUGGESTED TIMINGS - ACTUAL TIMINGS AND COORDINATION PLANS ARE TO BE DETERMINED BY CITY OF FORT PIERCE TRAFFIC OPERATIONS DIVISION REPRESENTATIVES.

42. NON APL/QPL SIGNALIZATION MATERIALS ARE TO BE SUBMITTED ON FDOT FORM NO. QF-72-01-1 "REQUEST FOR PRODUCT CONSIDERATION" TO FDOT DISTRICT 4 TRAFFIC OPERATIONS FOR APPROVAL.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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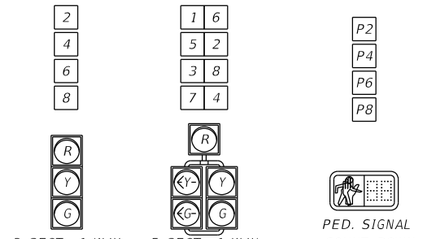
CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

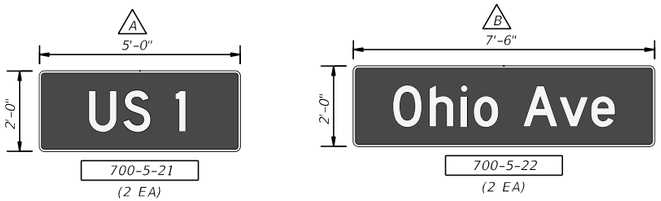
SIGNALIZATION GENERAL NOTES

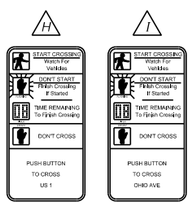
SHEET NO. 27

SIGNAL HEAD DETAILS



SIGN DETAILS





FTP-68B-06 (4 REQ'D)

FTP-68B-06 (4 REQ'D)

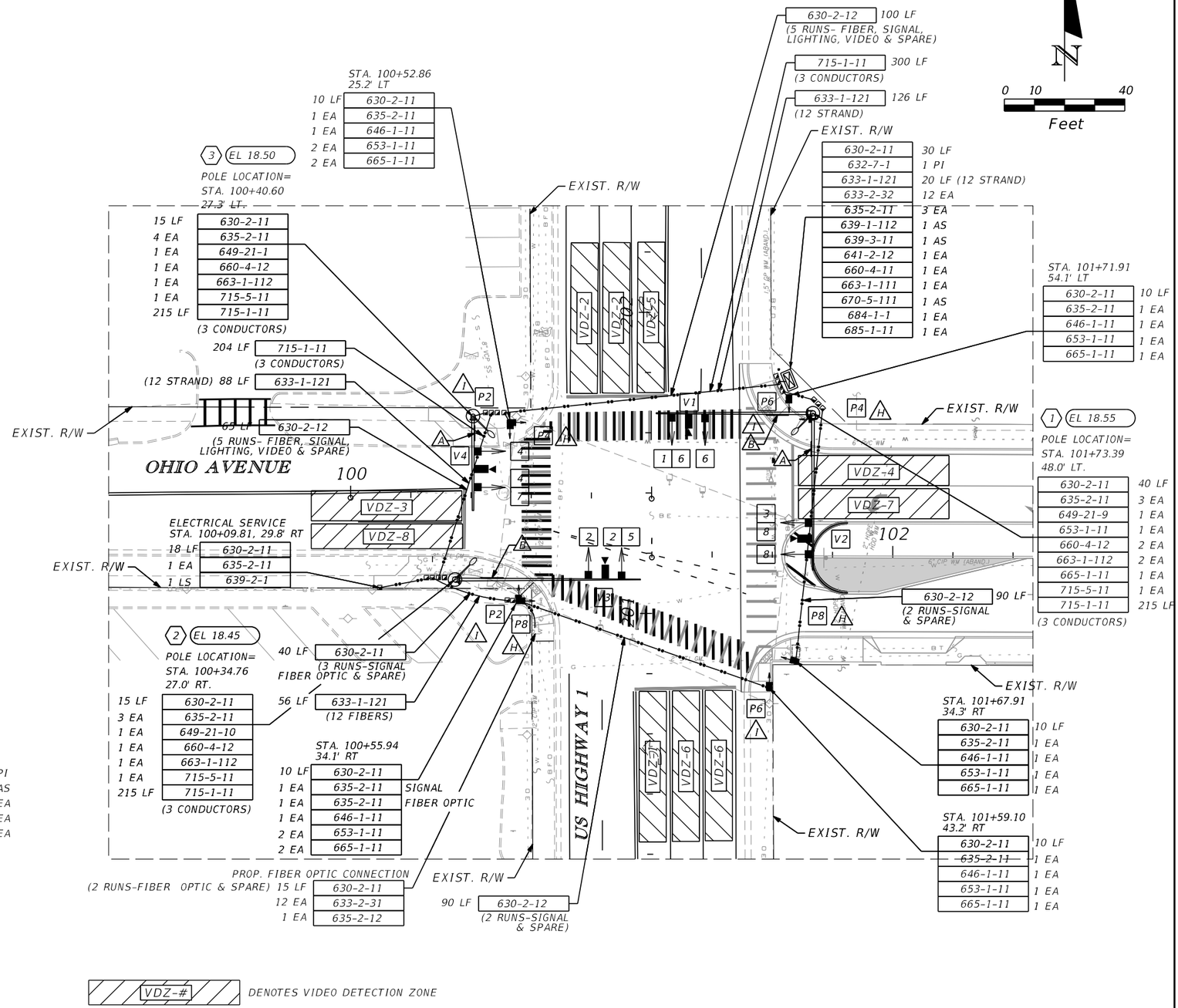
PEDESTRIAN PUSH BUTTON SIGNS FTP-68B-06 INCLUDED IN THE COST OF PAY ITEM 665-1-11.

POSTED SPEED LIMITS:
US HIGHWAY 1 – 45 MPH
OHIO AVENUE – 30 MPH

SEE SHEET 28A FOR NOTES, CONTROLLER TIMINGS, SIGNAL OPERATIONS PLAN, ETC.

REMOVAL ITEMS

632-7-6	1 PI
639-1-610	1 AS
641-2-80	4 EA
646-1-60	1 EA
670-5-600	1 EA



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CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

SIGNAL PLANS

SHEET NO. 28

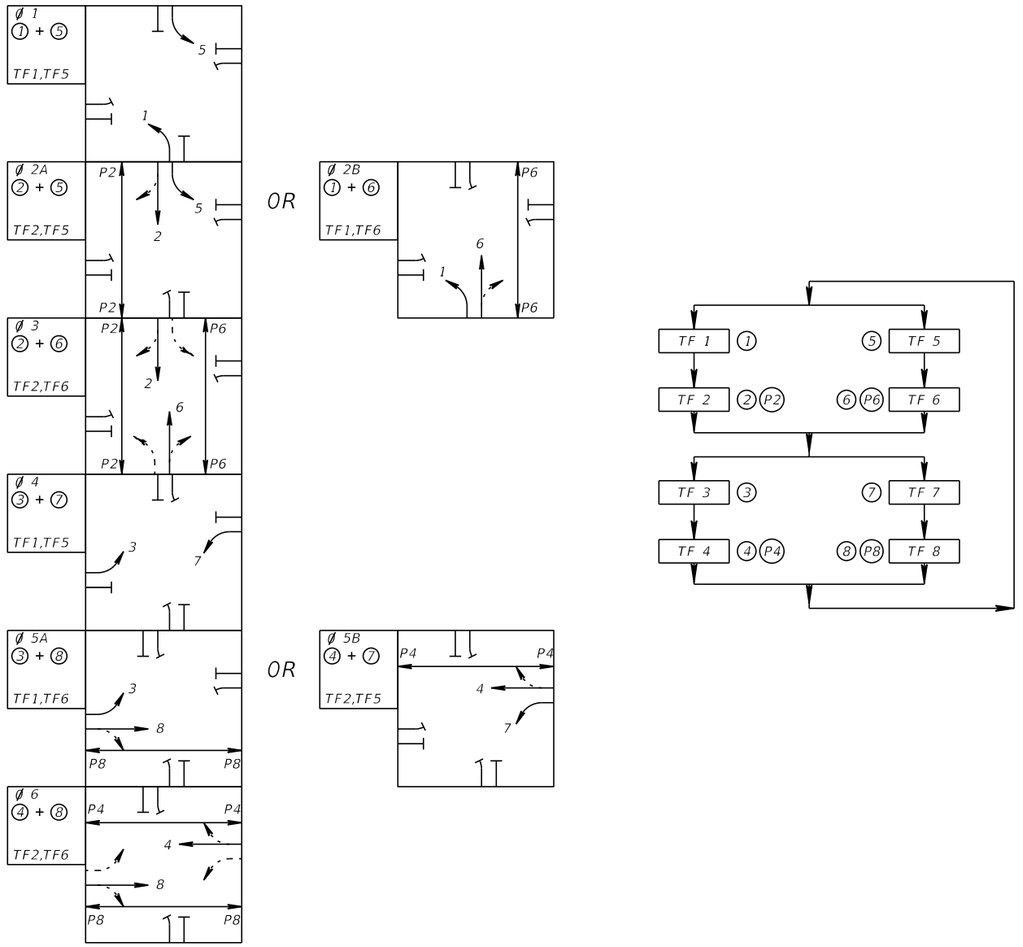
DETECTION CAMERA ASSIGMENTS				
CAMERA NO.	ZONE NO.	DETECTOR OPERATION	TIMING FUNCTION	DELAY TIME (SEC)
V1	1	NORMAL	1	-
	6	NORMAL	6	-
V2	3	NORMAL	3	-
	8	NORMAL	8	-
V3	2	NORMAL	2	-
	5	NORMAL	5	-
V4	4	NORMAL	4	-
	7	NORMAL	7	-

DETECTION CAMERA ASSIGNMENTS AND DETECTION ZONE AREAS ARE PRELIMINARY AND MAY REQUIRE FIELD ADJUSTMENT BY THE CONTRACTOR DURING INSTALLATION. DELAY TIME IS INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY PROJECT ENGINEER.

CONTROLLER OPERATIONS

1. MAJOR STREET: US HIGHWAY 1 (MOVEMENTS 2 AND 6)
   MINOR STREET: OHIO AVENUE (MOVEMENTS 4 AND 8)
2. FLASHING OPERATION: MOVEMENTS 2 AND 6 - YELLOW
   MOVEMENTS 4 AND 8 - RED
3. ALL SIGNAL TIMING SHALL BE PROVIDED BY FDOT DISTRICT 4 TRAFFIC ENGINEERING
4. CABINET DOOR SHALL OPEN AWAY FROM THE INTERSECTION.

ASSOCIATED PHASE MOVEMENTS



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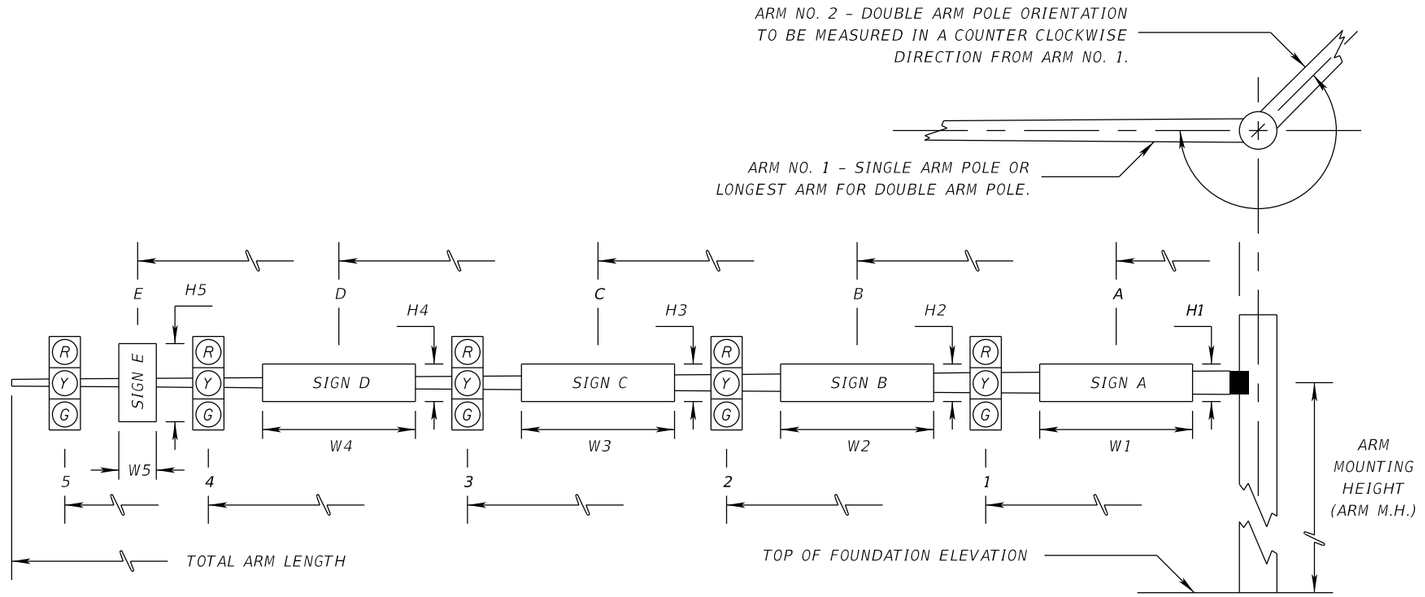
CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

SIGNAL PLAN

SHEET NO.
28A



MAST ARM TABULATION

* DENOTES NUMBER OF SECTIONS IN SIGNAL HEAD ASSEMBLY

VD DENOTES VIDEO DETECTION CAMERA; CCTV DENOTES CCTV CAMERA

						SIGNAL DATA																			SIGN DATA																
ID NO.	SHEET NO.	LOCATION BY STATION	TOP OF FOUNDATION ELEVATION	RDWY ARM NO.	CROWN ELEVATION	SIGNAL V/H	BACK PLATES Y/N	PED. SIGNAL Y/N	DISTANCE FROM POLE												TOTAL ARM LENGTH	ARM MTG. HEIGHT EL.	ANGLE BETWEEN DUAL ARMS 90/270	DISTANCE FROM POLE / HEIGHT AND WIDTH OF SIGN																PAINT COLOR
									1	*	2	*	3	*	4	*	5	*				A	H1	W1	B	H2	W2	C	H3	W3	D	H4	W4	E	H5	W5		
1	28	101+73.40, 48.0' LT	18.55	1	18.25	V	Y	N	34.0	3	45.0	5							50	38.55	90	10.0	2.0	7.5	39.5	VD	VD											GALVANIZED
				2	17.73	V	Y	Y	34.5	5	45.0	3							50	38.55		10.0	2.0	5.0	39.8	VD	VD											GALVANIZED
2	28	100+34.75, 27.0' RT	18.45	1	18.35	V	Y	N	43.0	3	54.0	5							60	38.45		11.0	2.0	7.5	48.5	VD	VD											GALVANIZED
				2																																		
3	28	100+40.60, 27.3' LT	18.50	1	17.88	V	Y	N	10.5	3	22.5	5							30	38.50		4.5	2.0	5.0	16.5	VD	VD											GALVANIZED
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		

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CITY OF FORT PIERCE

OHIO AVENUE ROADWAY IMPROVEMENTS

MAST ARM TABULATION

SHEET NO. 29

STANDARD MAST ARM ASSEMBLIES DATA TABLE

Table Date 11-01-16

STRUCTURE ID NUMBERS	DESIGNATION	FIRST ARM		SECOND ARM		UF (deg)	LL (deg)	POLE			DRILLED SHAFT ID
		ARM ID	FAA (ft.)	ARM ID	SAA (ft.)			POLE ID	UAA (ft.)	UB (ft.)	
1	A50/D-A50/D-P3/D/L	A50/D	-	A50/D	-	90	45	P3/D/L	-	20	DS/14/4.5
2	A60/S-P4/S/L	A60/S	-	-	-	-	45	P4/S/L	-	20	DS/14/4.5
3	A30/S-P1/S/L	A30/S	-	-	-	-	45	P1/S/L	-	20	DS/12/4.5

NOTES [Notes Date 11-01-16]:

1. If an entry appears in column FAA, a shorter arm is required. This is obtained by removing length from the arm tip and the arm length shortened from FA to FAA. SAA Similar.

2. If an entry appears in column UAA, a shorter pole is required. This is obtained by removing length from the pole tip and the pole height shortened from UA to UAA.

3. Arm mounting height UB must be between 18-22 feet.

4. Pole types P2 and larger require a minimum 4.5 foot diameter drilled shaft. Pole types P5 and larger require a minimum 5.0 foot diameter drilled shaft.

5. Work this sheet with the Signal Designer's "Mast Arm Tabulation". See "Mast Arm Tabulation" for special instructions that include non-standard Handhole location, paint color, terminal compartment requirement, and pedestrian features.

6. Work with Index 17743 and 17745.

7. Soil criteria meet the minimum values set forth in IDS Index No. 17743. For geotechnical information refer to "Subsurface Soil Exploration and Geotechnical Engineering Evaluation" by Ardaman & Associates, Inc. (File No. 17-5460) dated September 26, 2017, signed/sealed by Daniel J. Zrallack, P.E. (P.E. No. 63911).

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CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

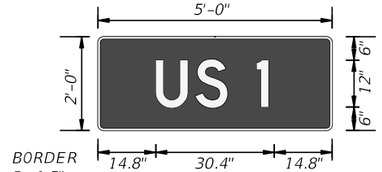
STANDARD MAST ARM ASSEMBLIES DATA TABLE

SHEET NO. 30

SIGN NAME	US 1	QTY	2	SIGN NO.	STATION(S)
PANEL		BORDER			none
WIDTH	5'-0"	WIDTH	0.5"		
HEIGHT	2'-0"	RADII	1.5"		
LEGEND	White	COLOR	White		
COLOR	Green				

SYMBOL(S)	ANGLE	X	Y	WID	HT

SIGN NO.	NO. OF POSTS	EDGE OF LANE CLEARANCE	COLUMN SIZE	AVERAGE LENGTH



Panel Style: Street Name 12-9in_Overhead.ssi
M.U.T.C.D.: 2009 Edition

NO. OF LIGHT FIXTURES		FIXTURE SPACING		PHOTOMETRIC CURVE		WATT		VOLTAGE	

COPY	U	S		1		L																			
SPACE	14.8	25	33.2	40.7		30.4																			
COPY																									
SPACE																									
COPY																									
SPACE																									
COPY																									
SPACE																									
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COPY																									
SPACE																									

SIGN NAME		QTY		SIGN NO.	STATION(S)
PANEL		BORDER			
WIDTH		WIDTH			
HEIGHT		RADII			
LEGEND		COLOR			
COLOR					

SYMBOL(S)	ANGLE	X	Y	WID	HT

SIGN NO.	NO. OF POSTS	EDGE OF LANE CLEARANCE	COLUMN SIZE	AVERAGE LENGTH

NO. OF LIGHT FIXTURES		FIXTURE SPACING		PHOTOMETRIC CURVE		WATT		VOLTAGE	

COPY	0	h	i	o		A	v	e		L															
SPACE	11.9	22.8	32.1	36	43.3	50.8	61.6	71.1		66.3															
COPY																									
SPACE																									
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SIGN NAME		QTY		SIGN NO.	STATION(S)
PANEL		BORDER			
WIDTH		WIDTH			
HEIGHT		RADII			
LEGEND		COLOR			
COLOR					

SYMBOL(S)	ANGLE	X	Y	WID	HT

SIGN NO.	NO. OF POSTS	EDGE OF LANE CLEARANCE	COLUMN SIZE	AVERAGE LENGTH

NO. OF LIGHT FIXTURES		FIXTURE SPACING		PHOTOMETRIC CURVE		WATT		VOLTAGE	

COPY																									
SPACE																									
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REVISIONS					
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CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

GUIDE SIGN WORK SHEET

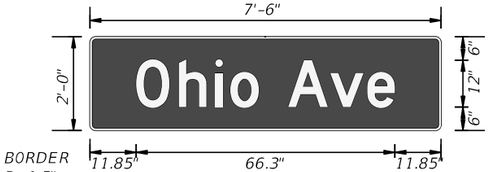
SHEET NO.

31

SIGN NAME		QTY		SIGN NO.	STATION(S)
PANEL		BORDER			
WIDTH		WIDTH			
HEIGHT		RADII			
LEGEND		COLOR			
COLOR					

SYMBOL(S)	ANGLE	X	Y	WID	HT

SIGN NO.	NO. OF POSTS	EDGE OF LANE CLEARANCE	COLUMN SIZE	AVERAGE LENGTH



Panel Style: Street Name 12-9in_Overhead.ssi
M.U.T.C.D.: 2009 Edition

NO. OF LIGHT FIXTURES		FIXTURE SPACING		PHOTOMETRIC CURVE		WATT		VOLTAGE	

GENERAL EROSION NOTES

A. THE STORMWATER POLLUTION PREVENTION PLAN IS COMPRISED OF THIS DRAWING, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.

B. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.

C. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS.

D. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR THE CITY.

F. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.

G. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.

H. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

I. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.

J. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

K. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

L. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.

M. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.

N. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SODDED. THESE AREAS SHALL BE SODDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.

O. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.

P. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.

Q. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.

R. ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.

S. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.

T. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.

U. THE CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR AND OBTAINING THE NPDES PERMIT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

MAINTENANCE

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.

2. ALL SODDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESODDED AS NEEDED.

3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.

4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.

5. THE TEMPORARY STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE).

6. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

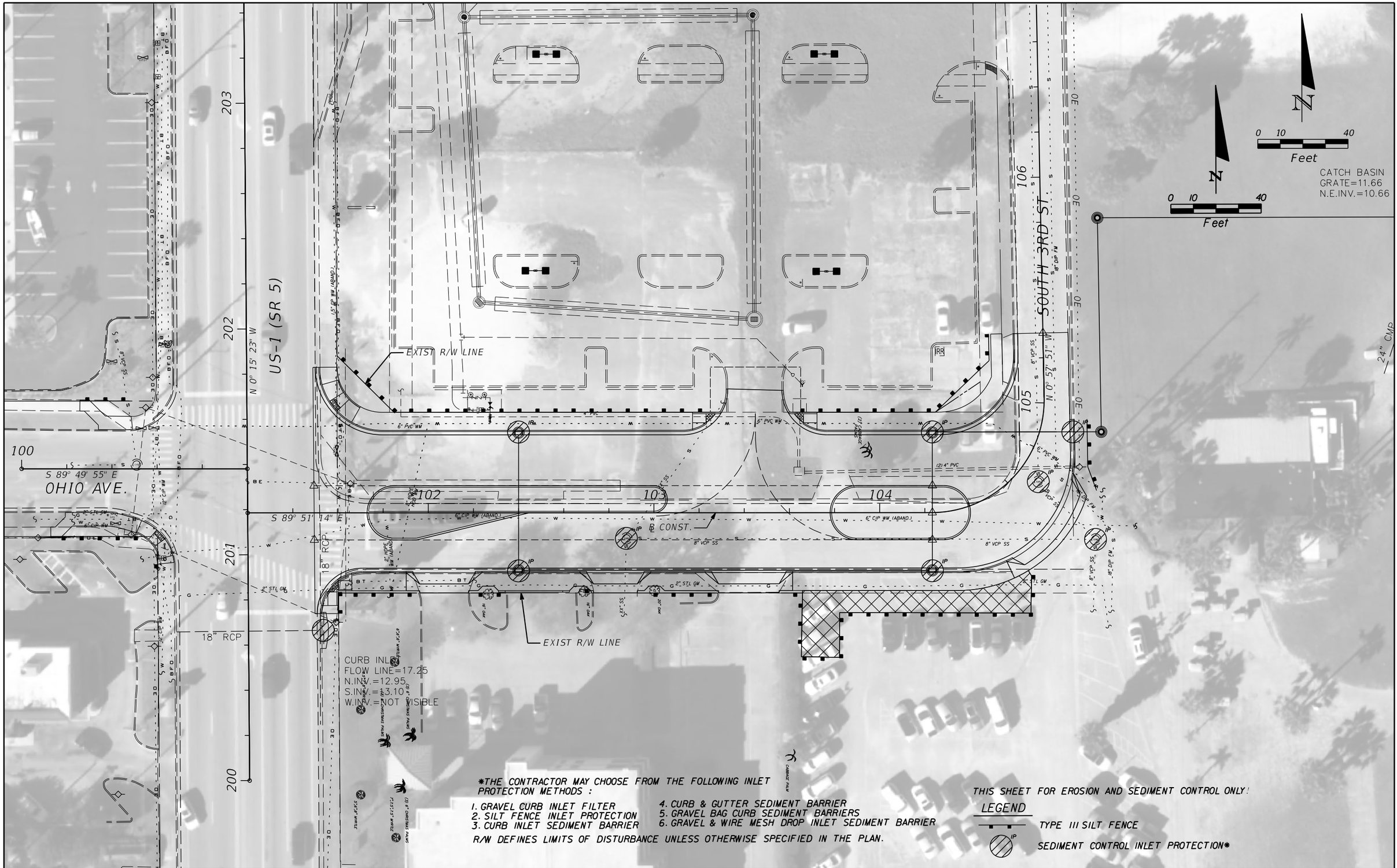
Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

EROSION CONTROL
GENERAL NOTES

SHEET NO.
32



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
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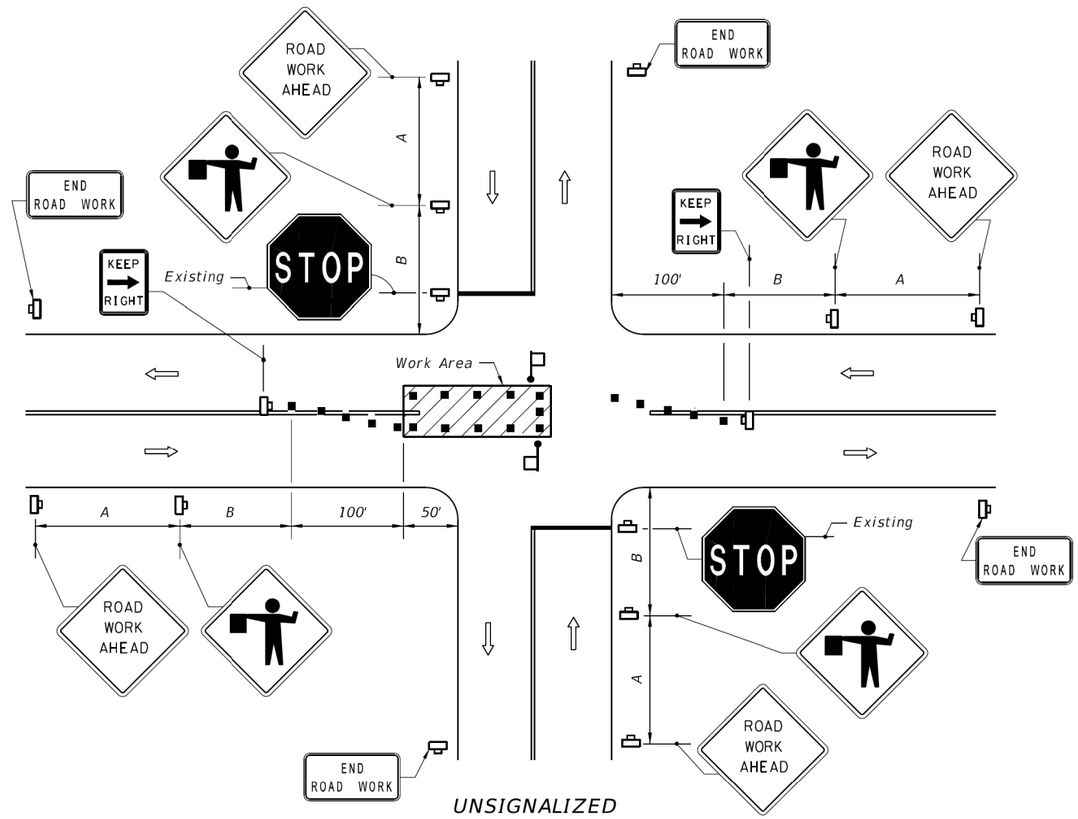
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

EROSION CONTROL

SHEET NO. 33



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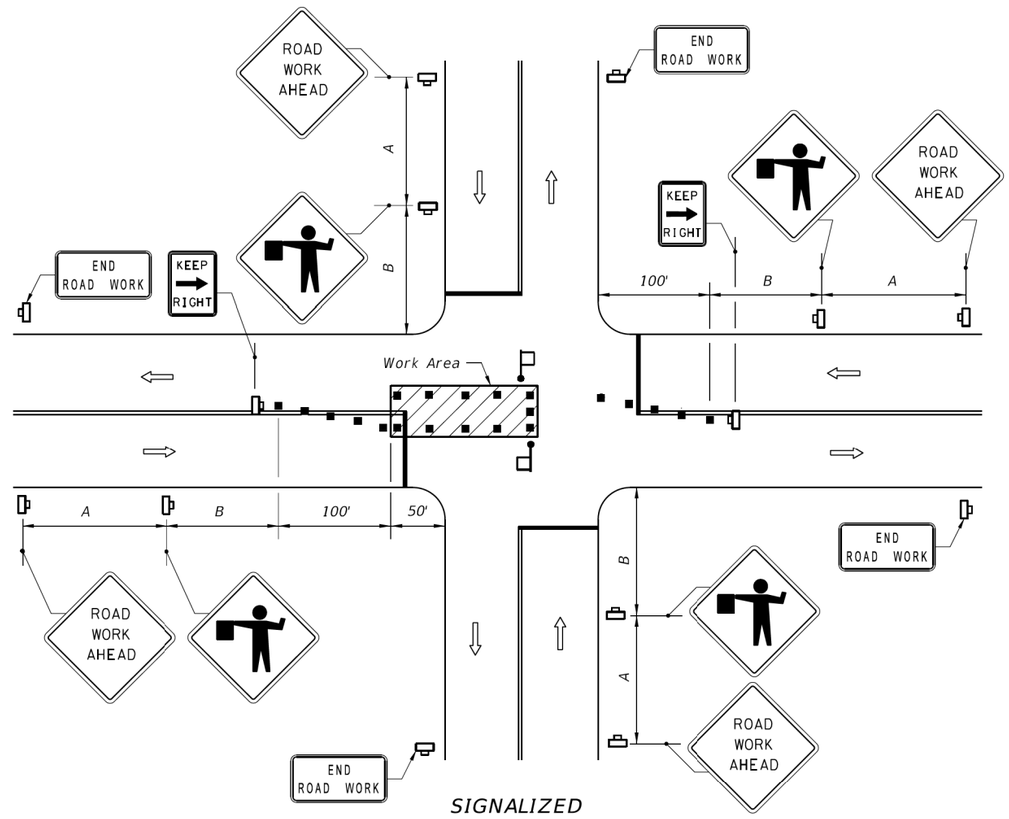

SIGNALIZED

SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Flagger
- Stop Bar
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. The FLAGGER legend sign may be substituted for the symbol sign.
2. When vehicles in a parking zone block the line of sight to TCZ signs, the signs shall be post mounted and located in accordance with Index No. 17302.
3. If the work space extends across a crosswalk, the crosswalk should be closed using the information in Index No. 660.
4. Flaggers shall be located where they can control more than one direction of traffic.

   Flaggers shall be in sight of each other or in direct communication at all times.
5. Maximum spacing between channelizing devices shall be not greater than 20'.
6. Temporary signal phasing modifications are to be approved by the District Traffic Operations Engineer prior to the beginning of work.
7. For general TCZ requirements and additional information, refer to Index No. 600.
8. For unsignalized intersections, use Temporary Raised Rumble Strips in accordance with Index 603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.

DURATION NOTES

1. ROAD WORK AHEAD AND END ROAD WORK sign may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Speed is 45 mph or less.
   c. No sight obstructions to vehicles approaching the work area for a distance equal to A plus B.
   d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
   e. Volume and complexity of the roadway has been considered.

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF A PORTION OF ONE OR MORE TRAFFIC LANES IN AN INTERSECTION.

10/12/2016 1:07:44 PM

LAST REVISION	REVISION	DESCRIPTION:			INDEX NO.	SHEET NO.
07/01/15			FDOT FY 2017-18 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK IN INTERSECTION	604	1 of 1

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn

CITY OF FORT PIERCE

OHIO AVENUE ROADWAY IMPROVEMENTS

TEMPORARY TRAFFIC CONTROL DETAILS

SHEET NO. 34

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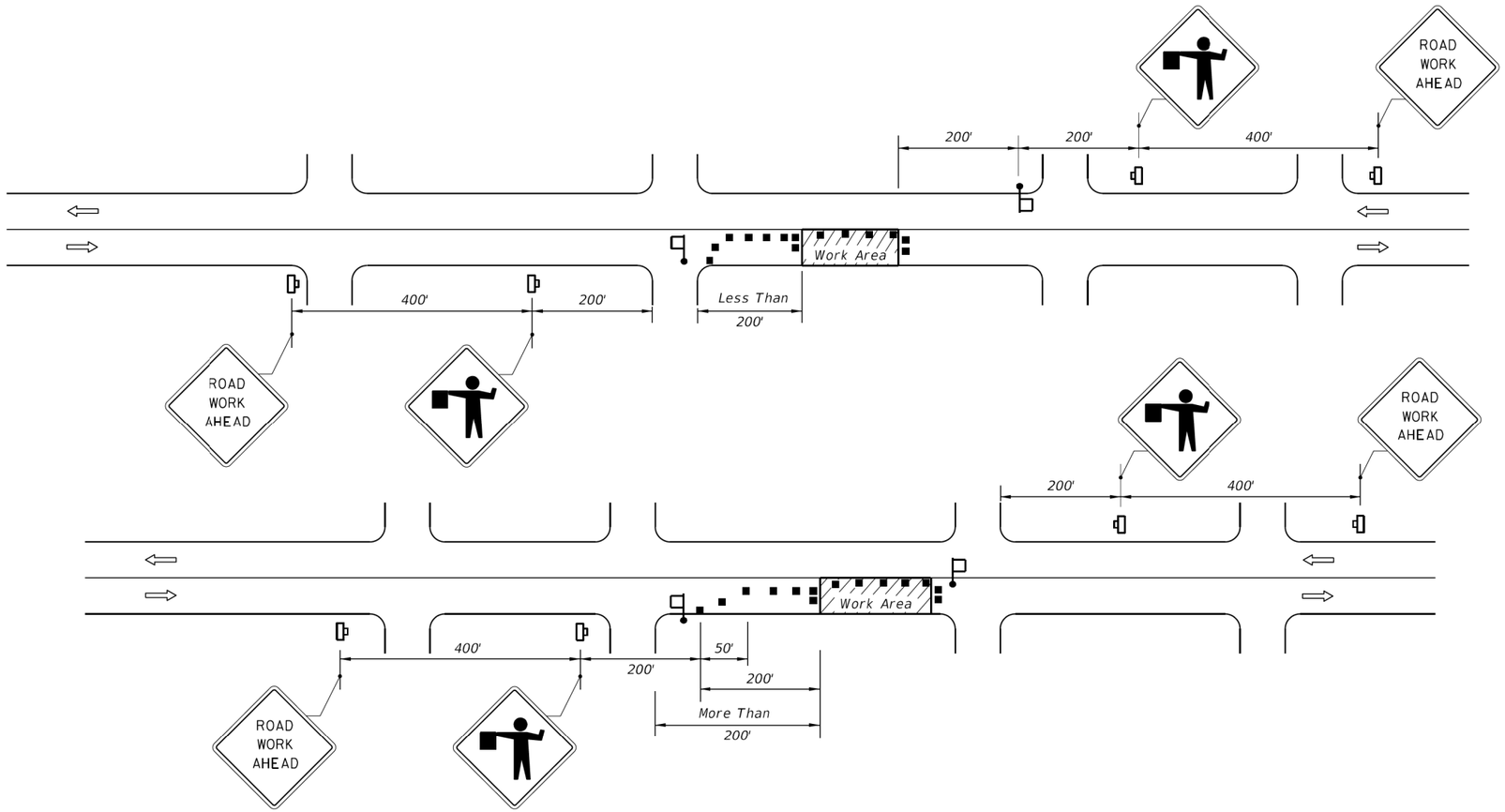

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS LESS THAN 200' DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS 200' OR MORE DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

SYMBOLS

- *Work Area*
- *Channelizing Device (See Index No. 600)*
- *Work Zone Sign*
- *Flagger*
- *Lane Identification + Direction of Traffic*

GENERAL NOTES

1. *Work operations shall be confined to one travel lane, leaving the opposing travel lane open to traffic.*
2. *When vehicles in a parking zone block the line of sight to TCZ signs or when TCZ signs encroach on a normal pedestrian walkway, the signs shall be post mounted and located in accordance with Index No. 17302.*
3. *If work area is confined to an outside auxiliary lane, the work area shall be barricaded and the FLAGGER signs replaced by ROAD WORK AHEAD signs. Flaggers are not required.*
4. *Flaggers shall be in sight of each other or in direct communication at all times.*
5. *The FLAGGER legend sign may be substituted for the symbol sign.*
6. *The maximum spacing between devices shall be no greater than 25.'*
7. *For general TCZ requirements and additional information, refer to Index No. 600.*
8. *The two channelizing devices directly in front and directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.*
9. *Use Temporary Raised Rumble Strips in accordance with Index 603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.*

DURATION NOTES

1. *ROAD WORK AHEAD sign may be omitted if all of the following conditions are met:*
   - *a. Work operations are 60 minutes or less.*
   - *b. Speed is 45 mph or less.*
   - *c. No sight obstructions to vehicles approaching the work area for a distance of 600 feet.*
   - *d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.*
   - *e. Volume and complexity of the roadway has been considered.*

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LAST REVISION	REVISION	DESCRIPTION:	FDOT FY 2017-18 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK NEAR INTERSECTION	INDEX NO.	SHEET NO.
07/01/15					605	1 of 1

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn

CITY OF FORT PIERCE

OHIO AVENUE ROADWAY IMPROVEMENTS

TEMPORARY TRAFFIC CONTROL DETAILS

SHEET NO. 35

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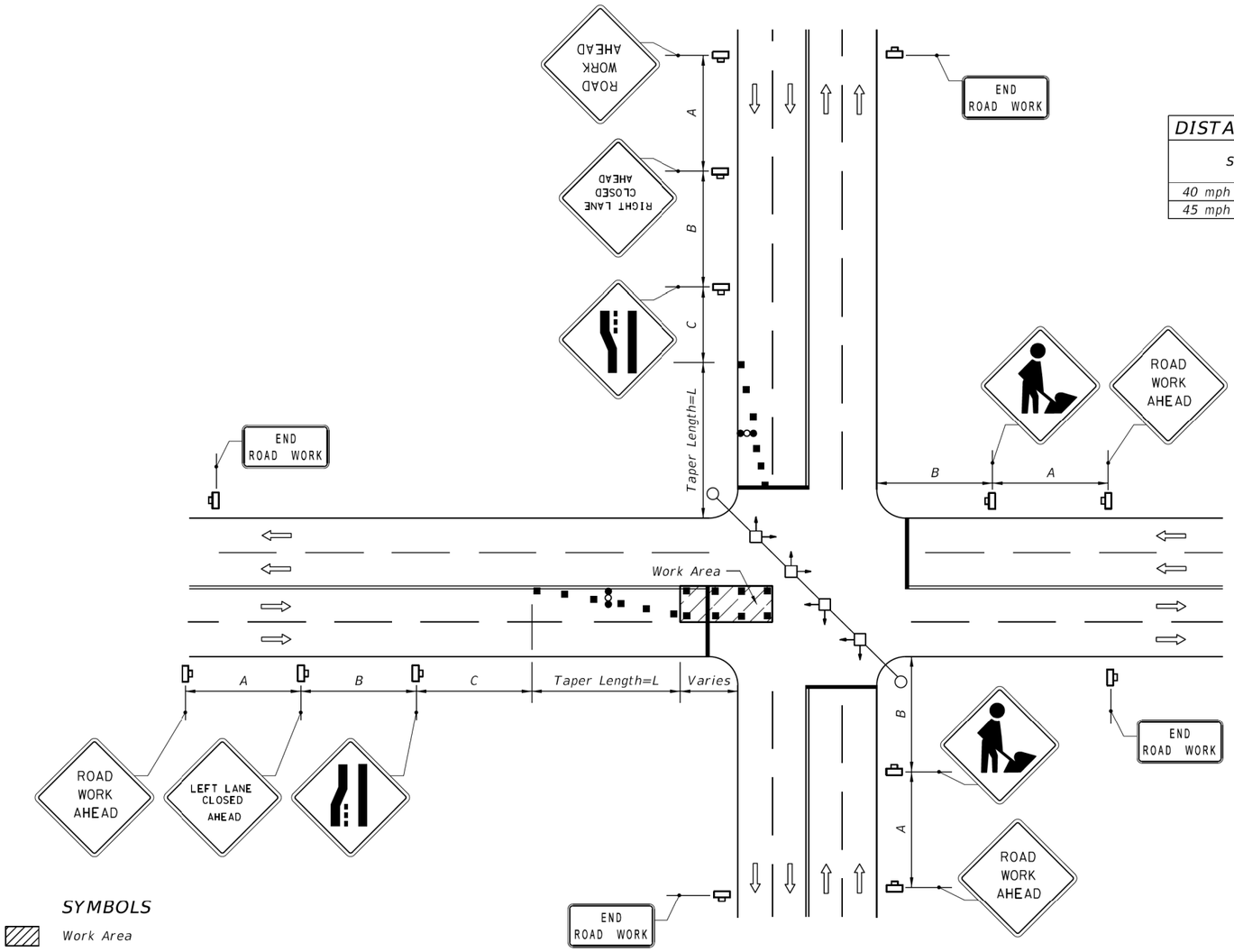

SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Stop Bar
- Advance Warning Arrow Board
- Lane Identification + Direction of Traffic

SIGNALIZED

DISTANCE BETWEEN SIGNS			
Speed	Spacing (ft.)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350

Table II
Taper Length - Merge
(12' Lateral Transition)

Speed (mph)	L (ft.)	Notes (Merge)
25	125	$L = \frac{WS^2}{60}$
30	180	
35	245	
40	320	
45	540	L=WS

For lateral transitions other than 12', use formula for L shown in the notes column. Where:
L = Length of taper in feet
W = Width of lateral transition in feet
S = Posted speed limit (mph)

GENERAL NOTES

1. The WORKERS legend sign may be substituted for the symbol sign.
2. When vehicles in a parking zone block the line of sight to TCZ signs, the signs shall be post mounted and located in accordance with Index No. 17302.
3. If the work space extends across a crosswalk, the crosswalk should be closed using the information in Index No. 660.
4. Dual signs are required for divided roadways.
5. Maximum spacing between barricades, vertical panels, cones, tubular markers and drums shall not be greater than 25'.
6. Temporary signal phasing modifications are to be approved by the District Traffic Operations Engineer prior to the beginning of work.
7. For general TCZ requirements and additional information, refer to Index No. 600.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF AT LEAST ONE MEDIAN TRAFFIC LANE.

DURATION NOTES

1. Signs and arrow board may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Speed is 45 mph or less.
   c. No sight obstructions to vehicles approaching the work area for a distance equal to twice the taper length.
   d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
   e. Volume and complexity of the roadway has been considered.

10/12/2016 1:11:33 PM

LAST REVISION	REVISION	DESCRIPTION:			
07/01/15			FY 2017-18 DESIGN STANDARDS	MULTILANE WORK IN INTERSECTION	INDEX NO. 615 / SHEET NO. 1 of 1

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn

CITY OF FORT PIERCE

OHIO AVENUE
ROADWAY IMPROVEMENTS

TEMPORARY TRAFFIC CONTROL DETAILS

SHEET NO. 36

Mike.Forman 12/7/2017 5:31:54 PM K:\VRB_Roadway\047922018 - Ohio Avenue Roadway Improvements\Cadd\Road

GENERAL NOTES

1. Work operations shall be confined to either one lane, or lane combinations as follows:

   a. Outside travel lane;
   b. Outside auxiliary lane;
   c. Outside travel lane and adjoining auxiliary lane;
   d. Inside travel lane △;
   e. Inside auxiliary lane △;
   f. Inside travel lane and adjoining auxiliary lane △
   △ See Sheet 3

   If the work area is confined to an auxiliary lane the work area shall be barricaded and the RIGHT (LEFT) LANE CLOSED AHEAD signs replaced by ROAD WORK AHEAD signs, and the merge symbol signs eliminated.

2. When vehicles in a parking zone block the line of sight to TCZ signs, the signs shall be post mounted and located in accordance with Index No. 17302.

3. If the work space extends across a crosswalk, the crosswalk should be closed using the information in Index No. 660.

4. Signs are required on the median side for divided highways.

5. The two channelizing devices directly in front and directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.

6. For general TCZ requirements and additional information, refer to Index No. 600.

DURATION NOTES

1. For work operations up to approximately 15 minutes, signs, channelizing devices, and arrow board may be omitted if all of the following conditions are met:

   a. Speed limit is 45 mph or less.
   b. No sight obstructions to vehicles approaching the work area for a distance equal to twice the taper length.
   c. Volume and complexity of the roadway has been considered.
   d. The closed lane is occupied by a class 5 or larger, medium duty truck(s) with a minimum gross weight vehicle rating (GWVR) of 16,001 lb with high-intensity, rotating, flashing, oscillating, or strobe lights mounted above the cab height and operating.

2. For work operations up to 60 minutes, the arrow board may be omitted if conditions a, b, and c in DURATION NOTE 1 are met, and vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

SYMBOLS

- Work Area
- Work Zone Sign
- Advance Warning Arrow Board
- Type III Barricade
- Channelizing Device (See Index No. 600)
- Lane Identification + Direction of Traffic

10/12/2016 1:12:55 PM

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2017-18 DESIGN STANDARDS	MULTILANE, WORK NEAR INTERSECTION MEDIAN OR OUTSIDE LANE	INDEX NO.	SHEET NO.
07/01/15						616	1 of 3

REVISIONS						Kimley»Horn	CITY OF FORT PIERCE	TEMPORARY TRAFFIC CONTROL DETAILS	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		OHIO AVENUE ROADWAY IMPROVEMENTS		37

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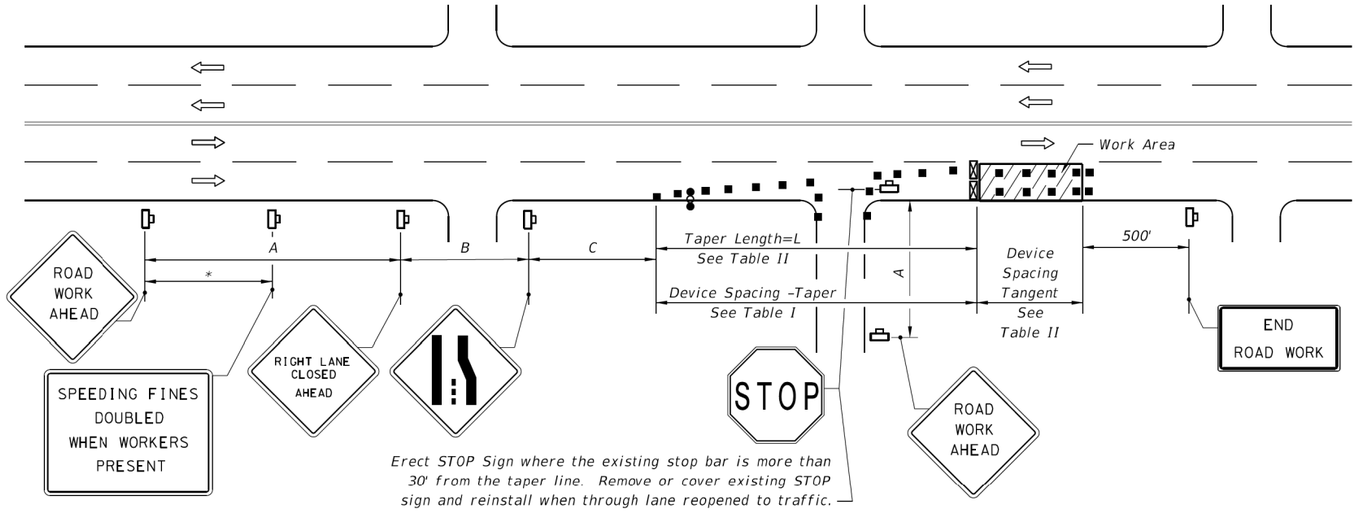
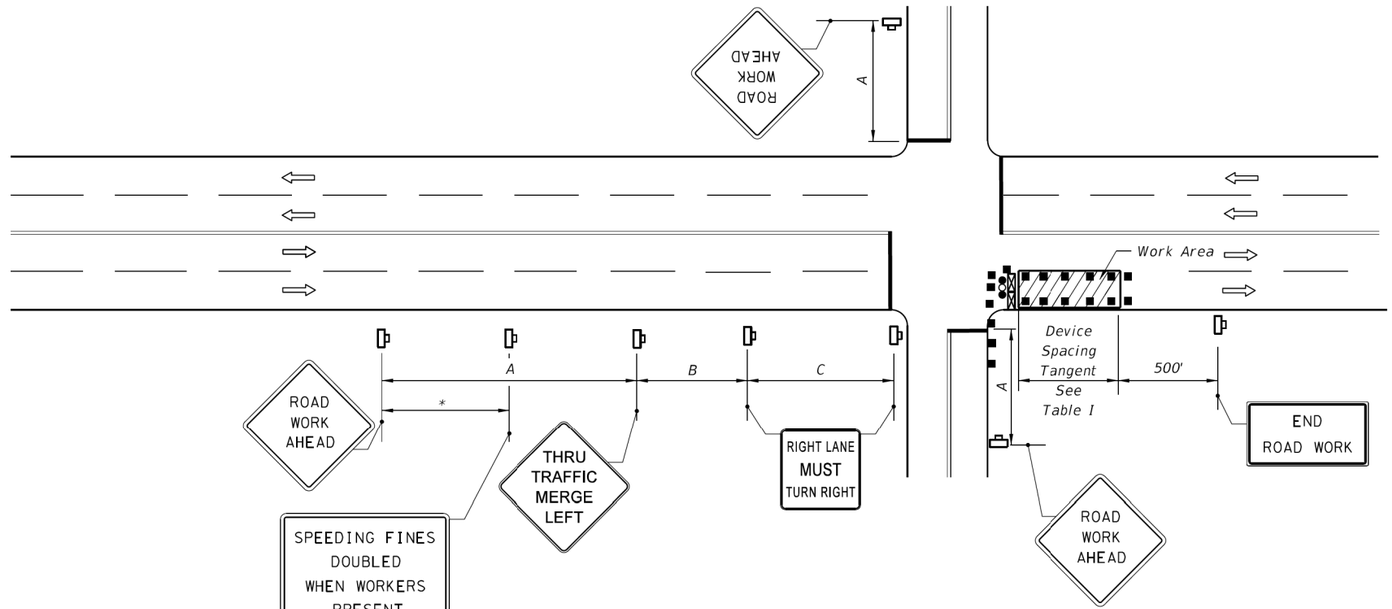


RIGHT LANE CLOSED ON FAR SIDE OF MINOR SIDESTREET

DISTANCE BETWEEN SIGNS			
Speed	Spacing (ft.)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350

* 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Table I Device Spacing				
Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50



RIGHT LANE CLOSED ON FAR SIDE OF INTERSECTION WITH SIGNIFICANT RIGHT TURNING MOVEMENTS

Table II Taper Length - Merge (12' Lateral Transition)		
Speed (mph)	L (ft)	Notes (Merge)
25	125	$L = \frac{WS^2}{60}$
30	180	
35	245	
40	320	
45	540	L=WS

For lateral transitions other than 12', use formula for L shown in the notes column. Where:
L = Length of taper in feet
W = Width of lateral transition in feet
S = Posted speed limit (mph)

1. *The normal procedure is to close on the near side of the intersection any lane that is not carried through the intersection. However, when this results in the closure of a right lane having significant right turning movements, then the right lane may be restricted to right turns only as shown in this detail.*
2. *For intersection approaches reduced to a single lane, left turning movements may be prohibited to maintain capacity for through vehicular traffic.*

10/12/2016 1:12:58 PM

LAST REVISION 07/01/15	REVISION	DESCRIPTION:	FDOT FY 2017-18 DESIGN STANDARDS	MULTILANE, WORK NEAR INTERSECTION MEDIAN OR OUTSIDE LANE	INDEX NO. 616	SHEET NO. 2 of 3

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn

CITY OF FORT PIERCE

OHIO AVENUE ROADWAY IMPROVEMENTS

TEMPORARY TRAFFIC CONTROL DETAILS

SHEET NO. 38

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

CITY ATTORNEY USE ONLY	
Date Received:	01/04/2018
Assigned To:	Bruce
File:	
Due Date:	
Hours:	6.0

RECEIVED
TIME_____
JAN - 4 2018
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

REQUEST FOR LEGAL SERVICES

TO: JAMES M. MESSER, CITY ATTORNEY

SUBMITTED BY: TRACY TELLE, ASSISTANT CITY ENGINEER

THROUGH: JOHN R. ANDREWS, P.E., CITY ENGINEER

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER

RE: **REVIEW OF JOINT PARTICIPATION AGREEMENT (JPA) BETWEEN THE CITY OF FORT PIERCE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO THE INTERSECTION IMPROVEMENTS OF OHIO AVENUE AND U.S. HIGHWAY 1 (SR 5)**

DATE: JANUARY 4, 2018

Service Required: (please circle or underline)

Review Documents	**Draft Document**	**Written Opinion Requested**
Attend Meetings	**Advise**	**Other:** _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

1. **Brief statement of the nature of the request or problem:** Request review and approval of the attached Resolution (3 copies) and the JPA (5 copies) which will provide partial funding to the City for proposed intersection improvements located at U.S. Highway One and Ohio Avenue.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:** None

3. **Time considerations and their significance:** None

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** Yes, if the City Commission approves entering into this Agreement then City funds in the amount of $199,434.00 will be required for completion of the intersection improvements. This funding along

with funding for improvements not located within the FDOT right-of-way will be presented to the Commission for approval.

5. **Factual background:** City staff has repetitively contacted FDOT to request they complete improvements to the Ohio Avenue and U.S. Highway One intersection. As you may know the current configuration is a public hazard due to the misalignment of the Ohio Avenue roadways. FDOT has agreed to provide funding in the amount of $150,000 for improvements located within their right-of-way.

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):** N/A

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:** None

8. **If this is a request for review of a contract, provide the following:**

    a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** John R. Andrews, P.E.

    b. **Insurance requirements that differ from the City's template insurance terms:** N/A

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**

Contract No.:_____
FM Nos.: 441862-1-58-01
FEID No.: VF-596-000-322

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

THIS Joint Participation Agreement (hereinafter referred to as "Agreement"), entered into this_____ day of_____, 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and City of Fort Pierce located at 100 North U.S. 1, Fort Pierce, FL 34950, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT perform services in connection with Financial Management (FM) Number(s): 441862-1-58-01, (Funded in Fiscal Year 2017/2018) for intersection improvements at Ohio Avenue and US-1 in St. Lucie County, Florida. Refer to **Exhibit A,** Scope of Services, attached hereto and made of part hereof; and

WHEREAS, for purposes of this Agreement, the improvements as stated above are hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the PARTICIPANT to perform such services; and,

WHEREAS, the PARTICIPANT by Resolution No.: _____on the _____ day of _____, 20___, a copy of which is attached hereto and made a part hereof, has authorized the Mayor of its Board of Commissioners or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The PARTICIPANT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards. The PARTICIPANT shall also be responsible for the administration and overall coordination required for the Project.

3. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the PARTICIPANT at no extra cost.

4. The PARTICIPANT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The PARTICIPANT will make best efforts to obtain the DEPARTMENT input in its decisions.

5. The DEPARTMENT agrees to pay the PARTICIPANT for the work described in **Exhibit A** of this Agreement. The cost of the work is estimated to be THREE HUNDRED FORTY NINE THOUSAND FOUR HUNDRED THIRTY FOUR DOLLARS AND NO CENTS ($349,434.00). The DEPARTMENT will pay the PARTICIPANT an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS ($150,000.00) for actual costs incurred, as

detailed in monthly progress reports. Any Project cost in excess of ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS ($150,000.00) shall be the sole responsibility of and shall be paid by the PARTICIPANT.

6. The PARTICIPANT acknowledges and agrees that the DEPARTMENT's obligation to pay any sum set forth in this Agreement is contingent upon an annual appropriation by the Florida Legislature.

7. In the event the Project's costs or Project's modifications increase or exceed the amount authorized in paragraph 6, the DEPARTMENT and the PARTICIPANT shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the Project. Any funding increase or modifications to the Project shall be added by means of an Amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the PARTICIPANT and the DEPARTMENT fail to negotiate an Amendment for any reason whatsoever, then the increase in the Project's costs will be the sole responsibility of the PARTICIPANT.

8. The PARTICIPANT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The deliverables for the Project are shown in **Exhibit B**, Deliverables attached hereto and a made apart hereof. The PARTICIPANT will need written approval from the DEPARTMENT's Director of Transportation Development or Designee, if deviating from the Deliverables set forth in **Exhibit B**.

9. This Agreement and compliance with the requirements of **Exhibit C**, attached hereto and made a part hereof shall act to supersede the normal requirements of PARTICIPANT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement, when executed by the PARTICIPANT and the DEPARTMENT, shall be deemed to constitute those permits.

10. The PARTICIPANT must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes). Consultants must be prequalified by the DEPARTMENT for design and construction engineering and inspection services, respectively.

11. Contractors must be prequalified by the DEPARTMENT, unless requested in writing and approved by the DEPARTMENT, as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2018), as amended.

12. The CEI services will be provided by hiring a DEPARTMENT prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer. The DEPARTMENT shall approve all CEI personnel in writing. The COUNTY is hereby precluded from hiring the same consulting firm providing design services.

The DEPARTMENT pre-qualified CEI services requirements may be waived, if a written request from the PARTICIPANT is received and approved by either the DEPARTMENT's Director of Transportation Operations, District Program Management Administrator, or designee.

13. The PARTICIPANT shall furnish Construction Engineering Inspection (CEI) Services for the Project at its sole cost and expense.

14. The PARTICIPANT will be reimbursed only for actual expenses incurred during the Agreement time period that are directly related to the Project as set forth in this Agreement. The PARTICIPANT will submit a written progress report by the 15th day of each month attesting to the actual services performed. Upon completion, the PARTICIPANT will notify the DEPARTMENT's Operations Engineer or designee, who will be responsible for verifying and accepting the services contemplated in this Agreement.

15. Invoices shall be submitted by the PARTICIPANT, on a quarterly basis, in detail sufficient for proper preaudit and postaudit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in **Exhibit B.** Deliverables must be received and accepted in writing by the PARTICIPANT's Project Manager prior to payments.

    Supporting documentation must establish that the deliverables were received and accepted in writing by the PARTICIPANT and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 9 has been met.

16. The PARTICIPANT must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project. Invoices submitted after the 180 days time period may not be paid. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final cost documentation, proper submission of a detailed invoice and when the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.

17. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statues.

18. The PARTICIPANT providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice from the PARTICIPANT, the DEPARTMENT has five (5) business days to inspect and approve the goods and services where business day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

19. If payment is not available within forty (40) calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the PARTICIPANT. Interest penalties of less than one (1) dollar will not be enforced, unless the PARTICIPANT requests payment. Invoices that have to be returned to the PARTICIPANT because of PARTICIPANT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

20. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing

problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

21. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the PARTICIPANT's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

22. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year."

23. The PARTICIPANT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

24. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

25. The PARTICIPANT agrees to include the following indemnification in all contracts with contractors/subcontractors, and consultants/sub consultants who perform work in connection with this Agreement.

26. To the fullest extent permitted by law, the PARTICIPANT's contractor shall indemnify and hold harmless the PARTICIPANT, the DEPARTMENT, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contract in performance of this contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's and the PARTICIPANT's sovereign immunity.

To the fullest extent permitted by law, the PARTICIPANT's consultant shall indemnify and hold harmless the PARTICIPANT, the DEPARTMENT, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's, and the PARTICIPANT's sovereign immunity.

27. The PARTICIPANT/ Vendor/ Contractor:

    a. shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/ Contractor during the term of the contract; and

    b. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

28. In the event it becomes necessary for the DEPARTMENT or the PARTICIPANT to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.

29. This Agreement is governed by and construed in accordance with laws of the State of Florida.

30. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

31. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

32. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Fernando Morales
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Fort Pierce
100 North U.S. 1
Fort Pierce, Florida 34950
Attn: Tracy S. Telle, Asst. City Engineer
With a copy to: City Attorney

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____ _____, hereto attached.

CITY OF FORT PIERCE

BY: _____
NAME: _____
TITLE: MAYOR
_____ day of _____, 20_____

ATTEST:

_____
CLERK (SEAL)

LEGAL REVIEW

BY: _____
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
STACY L. MILLER, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

LEGAL REVIEW:

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

EXHIBIT A

SCOPE OF SERVICES

FM# 441862-1-58-01

The Project shall include but not be limited to the following services:

1. Construction (installation) of three (3) mast arm signal poles [2-single, 1- double] complete with applicable traffic signals, video detection, conduit, fiber optics, pull boxes, and electrical supply.
2. Construction (installation) of Type F curb and gutter, sidewalks, curb ramps, pedestrian signals, and sod
3. Asphalt pavement, signing, and striping with the US-1 right of way.

Exhibit B
DELIVERABLES

The Department's total contribution for the Project is an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) in accordance with this Agreement. The deliverables for this project are:

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY
	ROADWAY PAY ITEMS		
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIER (SILT FENCE TYPE III)	LF	200
104-18	INLET PROTECTION SYSTEM	EA	1
110-1-1	CLEARING & GRUBBING	LS	1
108-1	AS-BUILTS/RECORD DRAWINGS	LS	1
120-1	REGULAR ESCAVATION	CY	23
120-6	ENBANKMENT	CY	10
160-4	TYPE "B" STABILIZATION	SY	253
285-706	CEMENTED COQUINA LBR 100 (8')	SY	225
334-1-13A	SUPERPAVE ASPHALT CONCRETE (TYPE SP-9.5) (TRAFFIC C) (1.0')	TN	13
334-1-13B	SUPERPAVE ASPHALT CONCRETE (TYPE SP-12.5) (TRAFFIC C) (1.5')	TN	19
425-6	VALVE BOX (ADJUST)	EA	3
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	71
522-1	CONCRETE SIDEWALK 4" THICK (FIBER, 1.0 LB/CY)	SY	118
527-2	DETECTABLE WARNINGS	SF	35
570-1-2A	PERFORMANCE TURF, SOD (BAHIA)	SY	100
	SIGNING AND PAVEMENT MARKING PAY ITEMS		
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	10
711-11-121	THERMOPLASTIC PAVEMENT MARKINGS (6" SOLID) (WHITE)	LF	36
711-11-125	THERMOPLASTIC PAVEMENT MARKINGS (24" SOLID) (WHITE)	LF	195
711-11-221	THERMOPLASTIC PAVEMENT MARKINGS (6" SOLID) (YELLOW)	LF	89
711-11-224	THERMOPLASTIC PAVEMENT MARKINGS (18" SOLID) (YELLOW)	LF	21
	SIGNALIZATION PAY ITEMS		
630-2-11	CONDUIT (SIGNAL) (F & I) (OPEN TRENCH)	LF	170
630-2-12	CONDUIT (SIGNAL) (F & I) (DIRECTIONAL BORE)	LF	1,185
632-7-1	CABLE (SIGNAL((F & I)	PL	1
632-7-6	SIGNAL CABLE (REMOVE) (INTERSECTION)	PL	1
635-2-11	PULL BOX (F & I) (TRAFFIC SIGNAL)	EA	19
639-1-112	ELECTRICAL POWER SERVICE (SIGNALS) (ABOVE GROUND) (METER PURCHASED BY CONTRACTOR)	AS	1
639-1-610	ELECTRICAL POWER SERVICE (REMOVE) (OVERHEAD)	AS	1
639-2-1	ELECTRICAL SERVICE WIRE (F & I)	LS	1
639-3-11	ELECTRICAL SERVICE DISCONNECT (F & I) (POLE MOUNTED)	EA	1
641-2-12	PRESTRESSED CONC. POLE (TYPE P-II SERVICE POLE)	EA	1
641-2-80	PRESTRESSED CONCRETE POLE (COMPLETE POLE REMOVAL)	EA	4
646-1-11	ALUMINUM SIGNALS POLE (PEDESTAL)	EA	5
646-1-60	ALUMINUM SIGNALS POLE (REMOVE)	EA	1
649-21-1	STEEL MAST ARM ASSEMBLY (F & I) (SINGLE ARM) (30")	EA	1
649-21-9	STEEL MAST ARM ASSEMBLY (F & I) (SINGLE ARM) (50"-50")	EA	1
649-21-10	STEEL MAST ARM ASSEMBLY (F & I) (SINGLE ARM) (60")	EA	1
650-1-24	TRAFFIC SIGNAL (F & I) (POLYCARBONATE W/ ALUM TOP) (3-SECTION) (1-WAY)	AS	4
650-1-29	TRAFFIC SIGNAL (F & I) (POLYCARBONATE W/ ALUM TOP) (5-SECTION) (1-WAY) (CLUSTER)	AS	4
653-1-11	PEDESTRIAN SIGNAL (F & I) (LED-COUNTDOWN) (1-WAY)	AS	8
660-4-11	VEHICLE DETECTION SYSTEM (F & I) (VIDEO) (CABINET EQUIPMENT)	EA	1
660-4-12	VEHICLE DETECTION SYSTEM (F & I) (VIDEO) (ABOVE GROUND EQUIPMENT)	EA	4
663-1-111	SIGNAL PRIORITY AND PREEMPTION (F & I) (OPTICAL) (CABINET ELECTRONICS)	EA	1
663-1-112	SIGNAL PRIORITY AND PREEMPTION (F & I) (OPTICAL) (DETECTOR)	EA	4
665-1-11	PEDESTRIAN DETECTOR (F & I) (STANDARD)	EA	8
670-5-111	TRAFFIC CONTROLLER ASSEMBLY (F & I) (ONE PREEMEPTION PLAN)	AS	1
670-5-600	TRAFFIC CONTROLLER ASSEMBLY (REMOVE CONTROLLER WITH CABINET)	AS	1
684-1-1	MANGED FIELD ETHERNET SWITCH (F & I)	EA	1
685-1-11	UNINTERRUPTIBLE POWER SUPPLY (F & I) (LINE INTERACTIVE)	EA	1
700-5-21	INTERNALLY ILLUMINATED SIGN (F & I) (OVERHEAD MOUNT, UP TO 12 SF)	EA	2
700-5-22	INTERNALLY ILLUMINATED SIGN (F & I) (OVERHEAD MOUNT, 12 - 18 SF)	EA	2
715-1-11	LIGHTING CONDUCTORS (F & I) (INSULATED, No. 10 OR <)	LF	1,149
715-5-11	LUMINAIRE & BRACKET ARM (F & I) (ALUMINUM)	EA	3

Exhibit C

1. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The PARTICIPANT will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the PARTICIPANT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The PARTICIPANT shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

2. The PARTICIPANT shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The PARTICIPANT shall notify the DEPARTMENT should construction be suspended for more than 5 working days. The DEPARTMENT contact person for construction is **Mr. Daniel Hiden** located at **3601 Oleander Avenue, Fort Pierce, Florida 34982-6594**, Telephone number **772-465-7396**, Email address **daniel.hiden@dot.state.fl.us**.

3. The PARTICIPANT shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The PARTICIPANT is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the PARTICIPANT that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

4. The PARTICIPANT shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

5. The PARTICIPANT will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

6. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the PARTICIPANT, except as may otherwise be provided in separate agreements. The

PARTICIPANT shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the PARTICIPANT use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

7. The PARTICIPANT shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

8. The PARTICIPANT shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

9. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the PARTICIPANT. The PARTICIPANT shall be solely responsible for all construction delay costs as a result of the DEPARTMENT's action.

10. The PARTICIPANT shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

11. The PARTICIPANT will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

12. The PARTICIPANT will be required to maintain the Project at its sole cost and expense. The obligation of the PARTICIPANT to maintain the Project shall survive the termination of this Agreement. The acceptance procedure will include a final "walk-through" by PARTICIPANT and DEPARTMENT personnel. Upon completion of construction, the PARTICIPANT will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the PARTICIPANT shall remove its presence, including, but not limited to, all of the PARTICIPANT's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project. In the event the above requirements are not met, upon completion of the Project, the DEPARTMENT will not accept and sign the final approval of the Project.

13. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the PARTICIPANT. The PARTICIPANT shall have thirty (30) days from the date of receipt of the DEPARTMENT's written notice, or such other time as the PARTICIPANT and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the PARTICIPANT fails to timely deliver the Notice of Completion, or if it is determined that the Project is not completed in accordance with the terms of this Agreement, after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the PARTICIPANT with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the PARTICIPANT's sole cost and expense, without DEPARTMENT liability to the PARTICIPANT for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the PARTICIPANT with an invoice for the costs incurred by the DEPARTMENT and the PARTICIPANT shall pay the invoice within thirty (30) days of the date of the invoice.

14. The PARTICIPANT shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The PARTICIPANT shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

15. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the PARTICIPANT to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.

16. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans with Disability Act (ADA) standards.

17. Restricted hours of operation will be from 9:00am to 3:30 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.

18. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the public information office is as follows:

Barbara Kelleher
Florida Department of Transportation
Public Information Office
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309
954-777-4090
Barbara.kelleher@dot.state.fl.us

RESOLUTION NO. 198-R___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING THE EXECUTION OF THE **JOINT PARTICIPATION AGREEMENT (JPA)** BETWEEN THE CITY OF FORT PIERCE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE **INTERSECTION IMPROVEMENTS OF OHIO AVENUE AND U.S. HIGHWAY ONE (SR 5)** AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the purpose of entering into this Agreement is to authorize the City to provide intersection improvements within the intersection of Ohio Avenue and U.S. Highway One (SR 5) in accordance with the Joint Participation Agreement.

WHEREAS, the Florida Department of Transportation will provide construction funding in accordance with said Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fort Pierce, Florida, as follows:

1. That the City of Fort Pierce will enter into a Joint Participation Agreement with the Florida Department of Transportation for the Ohio Avenue and Improvements.

2. That a copy of said Agreement shall be attached to this Resolution.

3. This Resolution shall become effective immediately upon adoption.

4. That the Mayor, City Clerk, and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 5th day of February, 2018.

_____
LINDA HUDSON, MAYOR

Attest:

_____
LINDA COX, CITY CLERK

(CITY SEAL)

Approved as to Form and Correctness:

_____
JAMES M. MESSER, CITY ATTORNEY

City Commission Regular Meeting **13.d.**

Meeting Date: 02/05/2018

Re: Resolution adopting time of meetings

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 18-R04 - Setting the time of City Commission Meetings; such resolution does not change the day or times of city commission meetings.

SUMMARY:

This resolution does not change the City Commission meeting dates and times whatsoever. It is not necessary for the specific date and time to be memorialized in Fort Pierce law via ordinance according to the City's Charter. In order to provide greater flexibility to the City Commission, setting the time of City Commission meetings is more efficiently and effectively accomplished through a resolution.

RECOMMENDATION:

Adopt the Resolution

ALTERNATIVES:

Do not pass resolution; revise resolution.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

James Messer, City Attorney

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

18-R04

18-R04

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/29/2018 08:44 AM

Form Started By: Linda Cox Started On: 01/22/2018 04:11 PM

Final Approval Date: 01/29/2018

RESOLUTION NO. 18-R04

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **SETTING THE TIME OF CITY COMMISSION MEETINGS**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article II, Sec. 24(2) of the City of Fort Pierce, Florida Charter, provides that, "….the city commission shall meet at such time and place as may be prescribed by ordinance or resolution, except that it shall meet regularly not less than twice each month, " and

WHEREAS, Ordinance 18-001 adopted February 5, 2018, removed the specific time of regular meetings of the City Commission from the Code of Ordinances; and

WHEREAS, it is deemed more appropriate to adopt the time of commission meetings by resolution in order to provide greater flexibility for change if deemed desirable and appropriate by the City Commission.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. The City Commission does hereby resolve that meetings of the City Commission will be held on the first and third Monday of each month at the hour of 6:30 p.m., eastern standard time or eastern daylight saving time, whichever is in effect. In the event that the first or third Monday falls on a recognized holiday, the Commission will meet on Tuesday.

SECTION 2. This resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 5th day of February, 2018.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda Cox, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
James M. Messer, City Attorney

RESOLUTION NO. 18-R04

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **SETTING THE TIME OF CITY COMMISSION MEETINGS**; PROVIDING FOR AN EFFECTIVE DATE.

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SECTION 2. This resolution shall become effective upon adoption.

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_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda Cox, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
James M. Messer, City Attorney

City Commission Regular Meeting **15.a.**

Meeting Date: 02/05/2018

Re: City Manager's Report

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

City Manager's Report

Attachments

Feb 2018

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/29/2018 08:44 AM
City Manager	Nick Mimms	01/29/2018 08:44 AM

Form Started By: Jennifer Robinson Started On: 01/19/2018 09:38 AM

Final Approval Date: 01/29/2018

SUNRISE CITY

SPECTRUM

FEBRUARY 2018

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3rd Annual

ART SHOW & FESTIVAL

Highwaymen

HERITAGE TRAIL

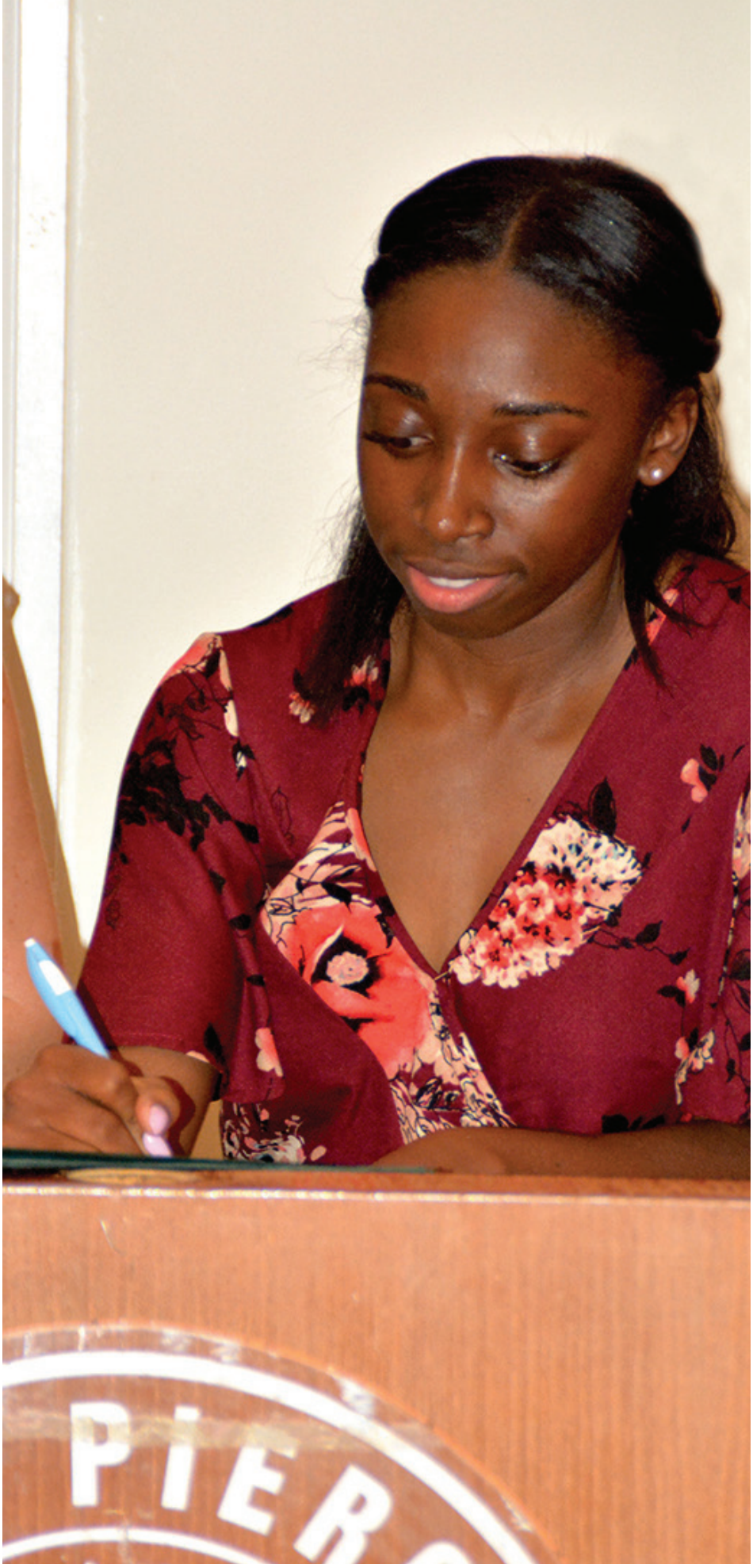
Saturday, February 17, 2018 ~ 10am-4pm

Moore's Creek Linear Park ~ 8th Street & Avenue D, Fort Pierce, Florida

Save the Date ~ Save the Date ~ Save the Date

Taking the Lead

Joe Sweat
City Manager's Office



Jar'Necia Frierson (seen on the right) signs away as she steps in as the new Chairperson of the Youth Council of Fort Pierce (YOCO) along with four other youth members:
Vice-Chairperson - Lelonnie Beathia, Secretary - Shikinah Williams, Assistant Secretary - Ka'Vozia Glynn, Treasurer - Travis Penn, Jr.

The Fort Pierce Youth Council (YOCO) was designed by the City of Fort Pierce to help provide a voice and an ear to the youth in our community. It is youth led, under adult guidance with the assistance and partnership of the St. Lucie County Roundtable. YOCO meets once a month where the youth create new ways to engage our youth in the community, plan monthly community projects, but more importantly, become leaders in our city. The swearing in of the youth, recently held in January, was a new start for the active students as they assumed their new tasks and leadership roles. Mayor Linda Hudson swore in each of the 5 youth as they were read the YOCO and SLC Roundtable mission statement.

Those in attendance from the City of Fort Pierce were City Manager Nicholas Mimms, Communications Manager, Shyanne Helms, and Marketing Specialist, Joe Sweat.

Attendance for St. Lucie County Roundtable included: Teresa Bishop, is the Executive Director of the Roundtable of St. Lucie County, Kevin Singletary, Kids at Hope Project Coordinator (under the Roundtable), and Kim Reid, Kids at Hope School and Community Liaison (also under the Roundtable).

"The City of Fort Pierce is very fortunate to have a youth council composed of some of the best and brightest students that this wonderful community has to offer. With the collaboration of the Roundtable of Saint Lucie County, the City of Fort Pierce has successfully produced the Fort Pierce Youth Council, otherwise known as YOCO, to help guide the leadership of our City. For several years City of Fort Pierce staff have attempted to acquire the recommendations from our youth to gain a better understanding of their needs and desires. The Youth Council now provides a direct connection to our future leaders and also gives them greater insight into the inner workings of municipal government.

City Commissioners, City Administration, and City Staff have all visited with the Youth Council and given them a background on their respective roles with the City of Fort Pierce. With this knowledge the Youth Council will be able to provide recommendations that are viable and functional. They will also be exposed to the challenges of our local government and will be able to provide their suggestions for potential improvement.

We want our youth to have a strong and contributing voice here in the City of Fort Pierce and our staff is committed to ensuring that this occurs." - City Manager, Nicholas Mimms

LETTERS of LOVE

Kids from the Boys & Girls Club of St. Lucie County made some very thoughtful cards and posters for Fort Pierce police officers recently, thanking the officers for protecting the public and keeping the community safe. The sincere kindness and appreciation expressed in the cards was so meaningful that they were put on display in the lobby at police headquarters. Comments such as “thank you for protecting our world and keep people from littering,” as well as “I love you Police Officer” go a long way in reminding officers of the department’s motto, “In Honor We Serve.”

MLK PARADE

Fort Pierce Police Officers were proud to participate in the Annual Martin Luther King Jr. Day Parade and Festival recently, marching in the parade, passing out beads and greeting the public. As the prestigious Honor Guard moved formally down 25th Street, Chief Diane Hobley-Burney shook hands and met people all along the route while officers on Segways rolled back and forth showing how they use the Segways to interact with kids and adults. The Parade and Festival were as much fun for the officers as it was for citizens, and the officers are already looking forward to doing it again next year.

Take a Free Ride

The Transit Division, along with our community partners, has developed a countywide bike-share program designed to enhance the first- and last-mile access to the Treasure Coast Connector bus system, improve accessibility to county recreational and activity centers and to promote and support public health and fitness. Those bicycles are being rented from Zagster instead of purchased, and the system's first three stations will be constructed in the City of Fort Pierce at St. Lucie County Museum Point Park, the South Beach Jetty and Jaycee Park. The county will then have a tentative total of nine bike stations and 50 rental bicycles.

Cause for the Cove

The development team of Causeway Cove Marina hosted their ribbon cutting on 1/23/18 for a 198 slip marina, dock master's quarters, ship store, and 10 Recreational Vehicle (RV) site park at 601 Seaway Drive.

PIERCED CIDER

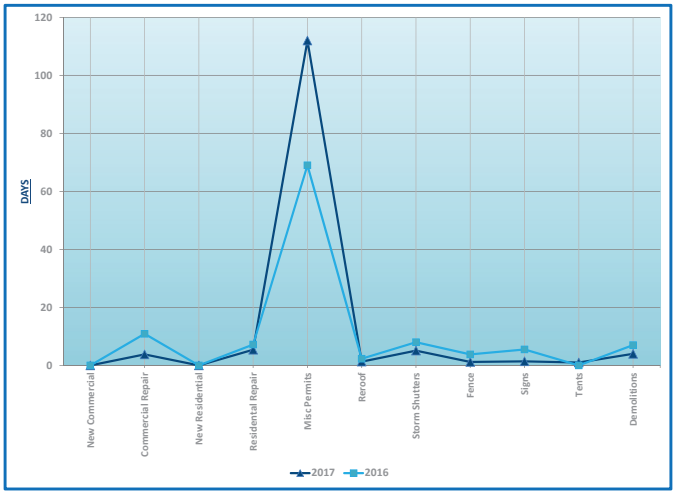
There is something brewing down on 2nd Street. Opening in early February, Fort Pierce will have its own Cidery. The historic home that was built in 1900 is being transformed again. The former Sailfish Brewery will now become Pierced Ciderworks. Trends are showing consumer interest in craft cider breweries over the next five years. This will be a great addition to our Edgar Town District and draw additional business to our Historic Downtown District. They will not only make their own cider and sell it, but will have a variety of local craft beers and wine. Follow the progress and look for the official opening day on Facebook.

1401 N 2nd St.- Radical Cosmetics is relocating from New Jersey to Fort Pierce. The former "PAL Center" has been completely renovated for the bulk cosmetic center that is nationally recognized as a premier cosmetic contract manufacturer. This picture was taken during a tour of the facility with the owner Fenton Baijnath, Jill Marasa of the Economic Development Council and members of City Management.

PLAN REVIEW PROCESSING TIME

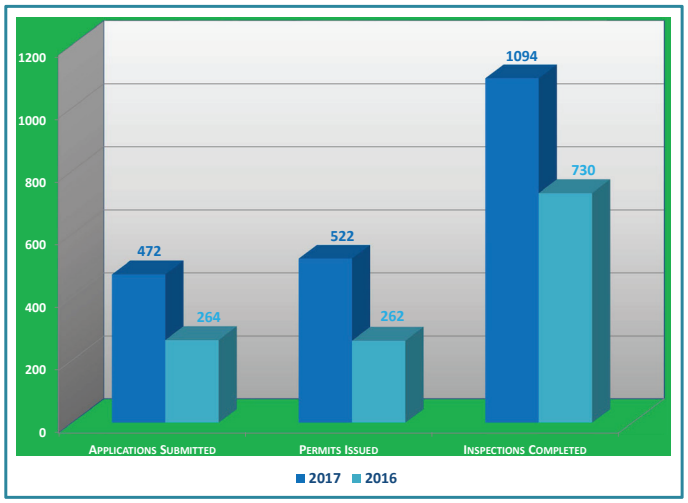
For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.

DECEMBER 2017



BUILDING PERMIT ACTIVITY REPORT

DECEMBER 2017



Moving Forward

Mike Reals, Public Works Director

A new year is once again upon us and the Public Works Department is full speed ahead looking to new challenges and opportunities. While the weather is cool and the grass is somewhat dormant, the crews are taking advantage and completing some much needed projects.

Members of the Streets and Parks Division have worked hard cleaning up the area around Fisherman's Wharf. The area saw some damage from Hurricane Irma and was in need of some attention. Holiday decorations are coming down throughout the City after another successful season, and the Team is already planning what to do this year. Beautification projects are taking place in the medians along US1 with another in the planning stages along the River Walk. A private contractor and the FPUA are working diligently to restore all of the streetlights throughout the community that have had deficiencies since the hurricane.

Coming up on April 14th the Public Works Department will once again host the Keep Fort Pierce Beautiful, Great American Cleanup event held at the PAL center. The KFPB Committee has come up with some wonderful projects and the goal is for this year to be the largest participation yet. In addition to the community beautification projects, there will be an open house for the City of Fort Pierce. We are hopeful that all departments within the City can join us with and informational booth about the services that they provide. As always, there will be food, drinks and t-shirts provided for all of the volunteers and fun activities for children.

RIVER WALK CENTER SALES REPORT DECEMBER 2017

CLASSES	$ 1,481.15
PARK PERMITS	$ 1,225.00
SPECIAL EVENTS	$ 6,055.00
GARDEN CENTER	$ 400.00
MARAVILLA CENTER	$ 500.00
OLD CITY HALL	$ 1,155.90
RIVER WALK CENTER	$ 1,912.28
TOTAL	**$12,729.33**

Up Swing

Daniel Visconti, IHGC Manager

With January's poor weather behind us, we look forward to a mild February and even better Spring! If you haven't played The Hills in a while, we look forward to seeing you back! We know you'll be impressed with the drastically improved conditions and attitude throughout the facility.

You'll notice some big changes, and several small changes that will begin to make a big impact on our overall look. The trees and shrubs around the building have been trimmed providing a neater look. Several tee boxes have already received a face lift with the addition of plantings and mulch. We are in the process of replacing all four water coolers on the course in conjunction with those efforts.

You will notice a greater advertising presence focusing on our "NEW" Indian Hills through print, radio and a new TV commercial which will air on Comcast spanning several channels. We are in the process of working on a rack card that will be distributed to the local hotels and resorts between Vero Beach and Port St Lucie to grow our reach of residents and visitors.

We've set a date of March 3rd & 4th for this year's City Championship! The particulars of the event will be posted on Facebook and the registration process will begin on February 1st. This is surely an event to mark your calendars for! The food, tee gift and flight winner prizes will be a huge upgrade over previous years, so we look forward to great participation this year.

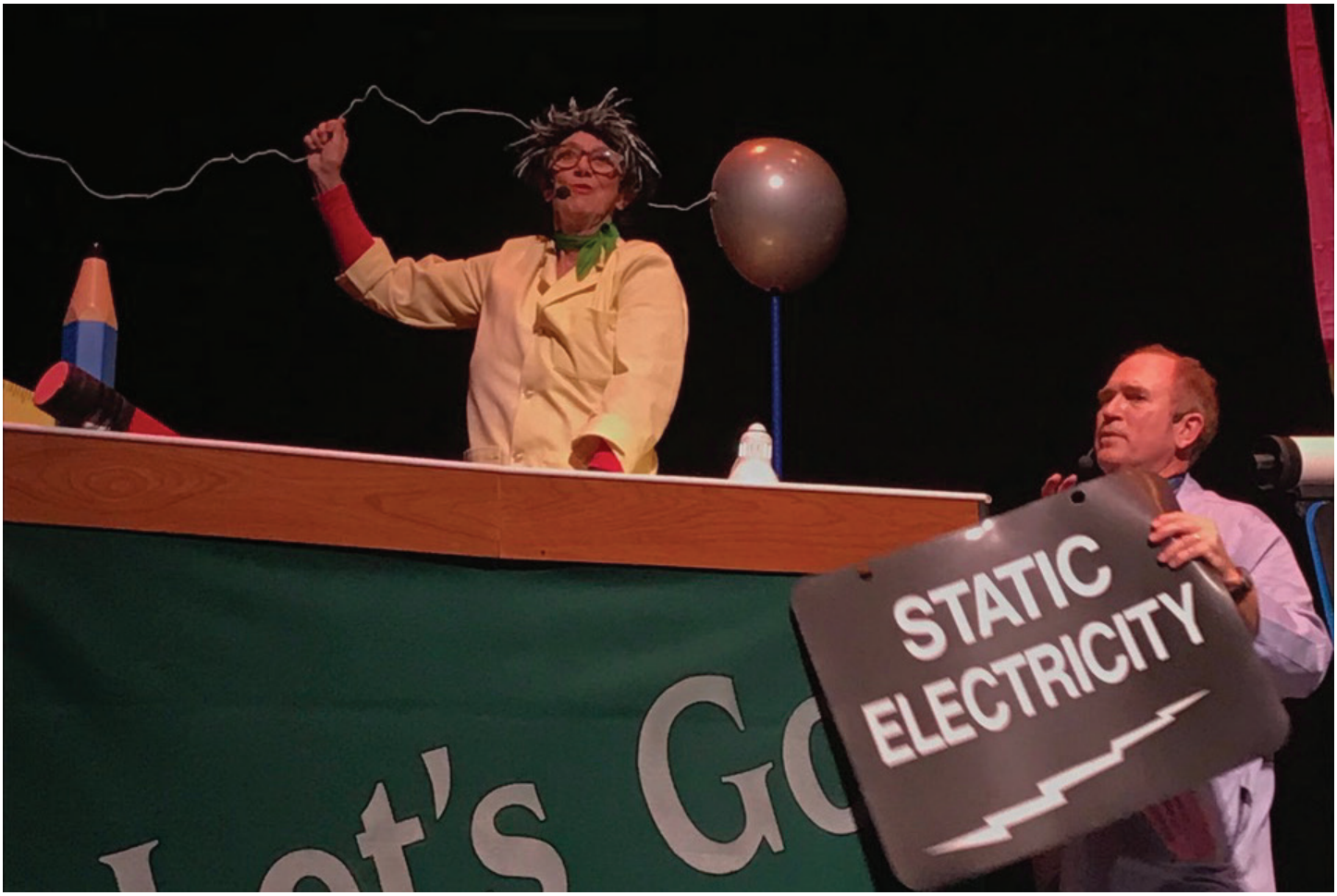
Even with the less than average weather of January, we are currently 3,600 rounds over last year covering October 1st through January. We Thank You all for your support!! We will welcome any suggestions you may offer in an attempt to improve our operation. We ask your cooperation in spreading the word within the community through both social media and word of mouth, our greatest form of advertising.

INDIAN HILLS SALES REPORT

	11/2017	12/2017
GOLF ROUNDS	2738	3468
GOLF FEES	$56,124.06	$74,758.39
RANGE TOKENS	$857.03	$1,510.67
MEMBERSHIP PASS	$2,890.00	$4,175.00
FOOD & BEVERAGES	$4,366.64	$4,324.45
MERCHANDISE	$2,848.75	$2,274.60
TOTAL	$67,086.48	$87,043.11

CITY MARINA FINANCIAL REPORT

	OCTOBER	NOVEMBER	DECEMBER
Dockage Reservations	84	200	173
Monthly Dockage	$120,206.26	$142,171.57	$127,770.32
Transient Dockage	$28,570.25	$43,499.45	$47,446.89
Electricity	$2,850.14	$13,379.15	$3,744.10
Retail	$7,258.65	$6,165.10	$19,114.54
Gas Sales	$12,004.49	$20,522.32	$29,637.85
Diesel Sales	$35,116.50	$94,829.98	$80,428.93
TOTALS	$204,207.61	$320,569.57	$308,142.63



The Sunrise Theatre started off celebrating the New Year with a dazzling array of shows. From One Night In Memphis, a show that was a recreation of a studio famed session featuring Johnny Cash, Jerry Lee Lewis, Elvis and Carl Perkins to the comedy of Brad Garrett (from Everybody Loves Raymond) to the sold-out performance of iLuminate, showcased on the hit TV show America's Got Talent. These shows and many more were attended and enjoyed by young and old alike.

The Sunrise Theatre/Foundation Schooltime Performances continued in January with. Let's Go Science. This hour long performance was attended by over 800 students in grades kindergarten through 5th grade. Also in attendance were high school special needs students who attended from Vero Beach High School. This program is highly sought after by teachers, principals and administrators as a fun, educational field trip, that enhances and captures the students interest with entertaining subject material.

The Boys and Girls Club of St. Lucie County hosted their Youth of the Year Leadership Day, a special day for four local teenage Boys and Girls Club members, who are candidates for Youth of the Year Competition. They were treated to a tour of the Sunrise Theatre by Marketing & Communications Manager, Anne Satterlee and Technical Director/Facilities Manager, Thomas Taylor. These bright, young, youth leaders asked great questions about the theatre and what it is like to work in a theatre, and loved hearing about the meaning of the ghostlight.

SUNRISE THEATRE FINANCIAL REPORT

Date	Show	Attendance	Total Expense	Total Revenue	Gain/(Loss)
12/1	Martial Arts & Acrobats of Tianjin	252	$27,223.71	$7,961.72	($19,261.99)
12/15	Children Service's Sounds of the Season	N/A	$1,289.80	$335.00	($954.80)
12/21	Charlie Brown's Christmas	785	$27,891.83	$27,726.05	($165.78)
12/23	Christmas Wonder Land	872	$34,519.65	$53,128.30	$18,608.65
12/29	Ballet of Russia Nutcracker	838	$22,329.72	$24,852.20	$2,522.48

Date	Rental	Attendance	Total Expense	Total Revenue	Gain/(Loss)
12/1	Sugar Blue BB	134	$2,334.68	$3,758.54	$1,423.86
12/2	A Christmas Carol	988	$23,235.33	$29,889.99	$6,654.66
12/8	St. Lucie Ballet Nutcracker	572	$15,008.81	$19,033.05	$4,024.24
12/13	Lawnwood Medical Center Party	NA	$242.64	$989.00	$746.36
12/14	St. Andrew's Christmas Show	702	$5,131.84	$7,661.00	$2,529.16
12/1~31	Comedy Corner	95	$456.52	$2,462.00	$2,005.48
12/1~31	Jazz Jam	142	$1,483.56	$1,287.00	($196.56)
		TOTALS	$161,148.09	$179,083.85	$17,935.76

WELCOME TO FORT PIERCE!

ALDI (FLORIDA) LLC |
MERCHANT-OVER $50,000

ALFREDS JOURNEY |
MOBILE DETAILING

BELLSOUTH TELECOMMUNICATIONS |
TELECOMMUNICATIONS

COLDWELL BANKER PARADISE |
MOTELS

DADAN BONNA LAW, LLC |
ATTORNEY AT LAW

DEGCO, INC. DBA |
TIPSY TIKI CAFE/RESTAURANT

DIFRANCESCO, PAYTON |
BEAUTY SHOPS

HEISLER, THEODORE |
MOTELS

INTERNATIONAL GOLF MAINTENANCE |
LAWN SERVICE AND CARE

JEAN LADE GRASS CUTTER, INC. |
LAWN SERVICE AND CARE

KIDS 1ST LEARNING CENTER |
CHILD CARE CENTERS

KIM GIBBS CLEANING SERVICE |
CLEANING SERVICE

MADRIGAL, MARIA ESTEFANY |
BEAUTY SHOPS

MILLS, SUSAN |
MOTELS

ORGANIC LABORATORIES, INC |
MANUFACTURERS-9

OUI CREATE | UNCLASSIFIED

SEILER, GEORGE & KATHALEEN |
MOTELS

SERENDIPITY THERAPEUTIC MASSAGE |
PROFESSIONS

SURE-PRO1, LLC |
TAX CONSULTANT

SWEETIES DINER LLC |
CAFE/RESTAURANT

TAQUERIA DOS HERMANOS |
PEDDLER/SOLICITOR/VENDORS

TOP HOME PROPERTY SERVICES
CLEANING SERVICE

LAWN CARE SERVICE |
LAWN SERVICE AND CARE

UNANGST, FRANK|
MOTELS

WILSON, CYNTHIA|
MOTELS

UPCOMING COMMUNITY EVENTS

EVENT	DATE	TIME	LOCATION
FORT PIERCE FARMER'S MARKET	EVERY SATURDAY	7:00 AM - 1:00 PM	MARINA SQUARE
GREEN MARKET	EVERY WEDNESDAY	12:00 PM - 6:30 PM	MARINA SQUARE
AVENUE D MARKET	EVERY FRIDAY AND SATURDAY	8:00 AM - 10:30 PM	AVENUE D PLAZA
FRIDAY FEST	2/2	5:30 PM - 9:00 PM	MARINA SQUARE
FRIDAY FEST EXTENSION	2/2	7:00 PM - 2:00 AM	N. 2ND STREET
PIRATE FEST	2/2-2/4	ALL DAY	VETERANS MEMORIAL PARK
FAREWELL TO GRANNY'S KITCHEN	2/3	3:00 PM - 8:00 PM	N. 9TH ST & AVE. D
COFFEE WITH THE MAYOR	2/16	8:00 AM - 9:00 AM	FORT PIERCE YACHT CLUB
ST. LUCIE YARD SALE	2/17	8:00 AM - 2:00 PM	LAWNWOOD STADIUM PARKING LOT
CHOW DOWN FOOD TRUCKS	2/20	4:30 PM - 9:00 PM	VETERANS MEMORIAL PARK

Mission Statement

To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work.

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